

**WASHINGTON UTILITIES AND TRANSPORTATION
COMMISSION**

**POST-AUDIT REVIEW
OF THE BUSINESS PRACTICES OF
JORDAN RIVER MOVING &
STORAGE, INC.**

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TABLE OF CONTENTS

Section	Page
Purpose, Scope, and Authority	3
Post-Audit Review Summary.....	4
Background.....	10
General Business Practices.....	11
Estimates	
Completion.....	12
Supplemental.....	15
General Business Practices.....	16
Bills of Lading	
Completion.....	18
Rates & Charges – Hourly-Rated Moves.....	21
Rates & Charges – Mileage-Rated Moves.....	27
Complaints & Claims	33
Summary of Possible Penalties	37
Appendices	40

PURPOSE, SCOPE, AND AUTHORITY

Purpose

The purpose of this post-audit review is to evaluate company records submitted to the Washington Utilities and Transportation Commission (Commission) by Jordan River Moving & Storage, Inc. (Jordan River). Staff used this information to evaluate the company's business practices after the 2004 audit, to determine if previous areas of non-compliance have been corrected, and to ensure that current practices comply with Commission laws and rules relating to household goods carriers.

Scope

The scope of the post-audit review includes Jordan River's business practices as reflected in records requested from the company and records on file with the Commission. Staff reviewed Jordan River's records and evaluated the company's business practices for compliance with the household goods carrier rules.

Authority

Staff undertakes this audit under the authority of the Revised Code of Washington (RCW) 80.01.040(3). In addition, RCW 80.04.070 makes it clear that the Commission is authorized to conduct such an audit.¹

¹ See Appendix A for the text of all pertinent laws, rules, and the tariff.

POST-AUDIT REVIEW SUMMARY

In June 2004, Business Practices Investigations Staff conducted an audit of Jordan River's business practices. After conducting the audit, Staff found Jordan River did not comply with a number of state laws, Commission rules, or tariff requirements. Staff outlined each area of non-compliance in its investigation report.

At the time, Staff recommended the Commission take no formal action to sanction the company. Instead, Staff required that Jordan River submit a compliance plan indicating how the company planned to change its practices to comply with applicable laws, rules and tariff requirements. Staff advised Jordan River in the audit report that if, in the future, the company's efforts to failed to show ongoing compliance, Staff would likely come before the Commission and ask that it take enforcement action.

The post-audit review of Jordan River's records indicates that the company is still not compliance with the following Commission rules and tariff requirements.

- WAC 480-15-490(5) requires that all household goods carriers charge the rates and charges and comply with the rules contained in the tariff unless the Commission has approved, in writing, deviations from the tariff.
- WAC 480-15-650(1), which requires that a carrier provide a written estimate only after the carrier or the carrier's representative has visually inspected the goods to be shipped.
- WAC 480-15-650(2)(d), which requires the complete physical address of the origin, destination, and any intermediate stops of the proposed shipment, be listed on the written estimate.
- WAC 480-15-650(3), which requires that a customer sign the written estimate.
- WAC 480-15-660, which defines when a carrier must prepare a written supplemental estimate.
- WAC 480-15-740, which requires the company to fill out the bill of lading listing specific information necessary to bill the customer the correct rates and charges.
- WAC 480-15-740(3), which requires the exact address at which the shipment, or any part of that shipment, was loaded or unloaded, to be listed on the bill of lading.
- WAC 480-15-740(8), which requires that on any shipment where the customer did not receive a written estimate, the carrier must make a notation on the bill of lading that the customer was given a copy of the brochure "Your Rights and Responsibilities as a Moving Company Customer." The customer must initial on or near the notation on the bill, acknowledging receipt of the information.
- WAC 480-15-810(1), which requires that the carrier notify the customer, in writing, within ten working days of the receipt of the customer's claim.

- WAC 480-15-810(3), which requires carriers to advise the customer of the resolution of the claim.
- WAC 480-15-860, which describes the information that must be included, at a minimum, in the claim record.
- Tariff 15-A, Item 85, which describes the conditions under which a carrier must issue a supplemental estimate.
- Tariff 15-A, Item 90(5), which requires that a carrier must not load the customer's goods until such time as the customer selects a valuation option and makes the appropriate notation on the bill of lading.
- Tariff 15-A, Item 95(1)(b), which requires that carriers must use a bill of lading that contains all of the information required in Item 95.
- Tariff 15-A, Item 95(2)(c), which requires the exact name, address, and telephone number of the consignee.
- Tariff 15-A, Item 95(2)(d), which requires the exact location of the origin pickup point, any split pickups, stops to partially load or unload, and the final destination point of the shipment, be listed on the bill of lading.
- Tariff 15-A, Item 95(2)(g), which requires a declaration of the type of estimate (binding or non-binding) under which the shipment is moving on the bill of lading. This item also states that a carrier may not charge the customer more than 125% of the estimate plus supplements on hourly-rated shipments.
- Tariff 15-A, Item 95(2)(h), which requires a section on the bill of lading where a customer must select the type of valuation coverage under which the shipment is moving.
- Tariff 15-A, Item 95(2)(o), which requires a notation that the customer was provided a copy of the Rights and Responsibilities brochure or that the customer refused a copy when it was offered.
- Tariff 15-A, Item 110(2), which requires carriers to use the Rand McNally Mileage Guide to determine mileage.
- Tariff 15-A, Item 175(a), which requires a carrier to pass through to the customer the actual cost of ferry fares and fees.
- Tariff 15-A, Item 175(c), which requires the carrier to record on the bill of lading the exact time its vehicle and employees are aboard a commercial ferry or are waiting in line to board the ferry and requires the carrier to bill the customer appropriately for this time.
- Tariff 15-A, Item 195(a), which lists fees to be added to the customer's total charge for new or used containers for mileage-rated moves.
- Tariff 15-A, Item 200, which requires that mileage rates be applied only on shipments moving more than 35 miles.
- Tariff 15-A, Item 225, which lists fees to be added to the customer's total charge for new or used containers for hourly-rated moves.

- Tariff 15-A, Item 230(5), which requires that the minimum charge for a shipment moving under hourly rates is one hour.
- Tariff 15-A, Item 230(6), which requires that the carrier must bill the customer for the time beginning when the moving vehicle leaves the carrier's terminal until the time the vehicle returns to the carrier's terminal or is dispatched to another job.

Staff's initial audit gave Jordan River clear and comprehensive technical assistance to comply with state law and Commission rules. Staff recommends that where Jordan River continues to violate the same rules identified in the audit, the Commission assess a penalty for each violation.

Staff finds that the following penalties could be assessed against Jordan River for the following violations:

Estimates - General Business Practices

1. Staff finds one violation of WAC 480-15-650(1), for failure to visually inspect the goods to be shipped prior to providing a written estimate, subject to a penalty of \$100.00.

Estimates - Completion

2. Staff finds four violations of WAC 480-15-650(2)(d), for failure to include complete destination addresses on the written estimate, subject to a penalty of \$400.00.
3. Staff finds four violations of WAC 480-15-650(3), for failure to obtain the customer's signature on the written estimate, subject to a penalty of \$400.00.
4. Staff finds one violation of WAC 480-15-660 and Tariff 15-A, Item 85, for failure to issue a supplemental estimate, subject to a penalty of \$100.00.
5. Staff finds one violation of WAC 480-15-650 and Tariff 15-A, Item 95(g), for charging more than 125% of the written estimate, subject to a penalty of \$100.00. In addition, Staff recommends that Jordan River be required to refund customer Jones \$197.50, the difference between the maximum allowable charge and what the company charged.

Bill of Lading Completion

6. Staff finds thirty-one violations of WAC 480-15-710, for failure of the company's driver to sign the bill of lading indicating receipt of the goods from the customer, subject to a penalty of \$3,100.00.

7. Staff finds twenty-five violations of WAC 480-15-740(8) and Tariff 15-A, Item 95(2)(o), for failure to a note that the customer was provided a copy of the brochure, "Your Rights & Responsibilities as a Moving Company Customer," or that the customer refused a copy when it was offered, subject to a penalty of \$2,500.00.
8. Staff finds eight violations of WAC 480-15-490(5) and Tariff 15-A, Item 90(5), for failure to ensure that the customer selected a valuation option and made the appropriate notation on the bill of lading prior to the customer's goods being loaded, subject to a penalty of \$800.00.
9. Staff finds twenty-one violations of WAC 480-15-490(5) and Tariff 15-A, Item 95(2)(c), for failure to list the exact name of the consignee (i.e., the person accepting the goods at the delivery), subject to a penalty of \$2,100.00.

Bills of Lading – Rates & Charges – Hourly-Rated Moves

10. Staff finds eleven violations of WAC 480-15-740(3), for failure to list on the bill of lading the exact address at which the shipment, or any part of that shipment, was loaded or unloaded, subject to a penalty of \$1,100.00.
11. Staff finds sixteen violations of WAC 480-15-490(5) and Tariff 15-A, Item 95(2)(g), for failure to ensure that the customer properly initialed the type of estimate (binding or non-binding) under which the shipment is moving, subject to a penalty of \$1,600.00.
12. Staff finds eight violations of WAC 480-15-490(5) and Tariff 15-A, Item 95(2)(h), for failure to ensure that the customer selected and initialed on the bill of lading the type of valuation coverage under which the shipment is moving, subject to a penalty of \$800.00.
13. Staff finds thirty-nine violations of WAC 480-15-490(5) and Tariff 15-A, Item 225, for charging for items not listed in the tariff such as tape and white paper, subject to a penalty of \$3,900.00.
14. Staff finds nine violations of WAC 480-15-490(5) and Tariff 15-A, Item 230(5), for failure to comply with the requirement that the minimum charge for a shipment moving under hourly rates is one hour, subject to a penalty of \$900.00.
15. Staff finds twenty-nine violations of WAC 480-15-490(5) and Tariff 15-A, Item 230(6), for failure to bill the customer for the time beginning when the

moving vehicle leaves the carrier's terminal until the time the vehicle returns to the carrier's terminal or is dispatched to another job, subject to a penalty of \$2,900.00.

Bills of Lading – Rates & Charges – Mileage-Rated Moves

16. Staff finds three violations of WAC 480-15-490(5), for failure to charge the rates and charges contained in the tariff unless the Commission has approved, in writing, deviations from the tariff, subject to a penalty of \$300.00.
17. Staff finds one violation of WAC 480-15-740(3) and Tariff 15-A, Item 95(2)(d), for failure to list on the bill of lading the exact address at which the shipment, or any part of that shipment, was loaded or unloaded, subject to a penalty of \$100.00.
18. Staff finds two violations of WAC 480-15-490(5) and Tariff 15-A, Item 95(2)(g), for failure to ensure that the customer has properly initialed the type of estimate (binding or non-binding) under which the shipment is moving on the bill of lading, subject to a penalty of \$200.00.
19. Staff finds one violation of WAC 480-15-490(5) and Tariff 15-A, Item 110(2), for failure to use the Rand McNally Mileage Guide to determine mileage, subject to a penalty of \$100.00.
20. Staff finds one violation of WAC 480-15-490(5) and Tariff 15-A, Item 175(a), for failure to pass through to the customer the actual cost of ferry fares, subject to a penalty of \$100.00.
21. Staff finds one violation of WAC 480-15-490(5) and Tariff 15-A, Item 175 (c) for failure to record on the bill of lading the exact time its vehicle and employee(s) are on board a commercial ferry or are waiting in line to board the ferry, and bill the customer appropriately for this time, subject to a penalty of \$100.00.
22. Staff finds one violation of WAC 480-15-490(5) and Tariff 15-A, Item 200, for failure to apply mileage rates only on shipments moving more than 35 miles, subject to a penalty of \$100.00.
23. Staff finds two violations of WAC 480-15-490(5) and Tariff 15-A, Item 195-A, for charging for items not listed in the tariff such as tape and white paper, subject to a penalty of \$200.00.

Claims and Complaints

24. Staff finds three violations of WAC 480-15-810(1), for failure to notify the customer, in writing, within ten working days of the receipt of the customer's claim, subject to a penalty of \$300.00.

25. Staff finds three violations of WAC 480-15-810(3), for failure to advise the customer of the resolution of the claim, subject to a penalty of \$300.00.

26. Staff finds two violations of WAC 480-15-860, for failure to record all required information in the company's claims and complaints files, subject to a penalty of \$200.00.

Total possible penalties = \$22,800.00

Total recommended refund to customer= \$197.50

BACKGROUND

Jordan River was granted temporary household goods carrier authority on November 7, 2000. The company was issued permanent authority on November 6, 2001. Jordan River is headquartered in Kirkland, Washington. For 2004, Jordan River reported gross intrastate operating revenues of approximately \$346,000.

In June 2004, Business Practices Investigations Staff conducted an audit of Jordan River Moving & Storage, Inc. (Jordan River). The purpose of the audit was to review company records, policies, processes, and two complaints filed at the Commission by customers of Jordan River in 2003. Staff used this information to evaluate the company's business practices and to determine how those practices complied with Commission laws and rules relating to household goods carriers.

In December 2004, Staff provided Jordan River with an audit report that identified specific areas of non-compliance with Commission rules, along with recommendations for coming into compliance in each area. In response, Jordan River provided a compliance plan that explained what actions the company intended to take, including an estimated completion date, to come into compliance with each issue identified.²

In May 2005, the Commission began a post-audit review of Jordan River's records to ensure that the company was following its compliance plan. The Commission sent a data request to the company on May 18, 2005, requesting records for all residential moves conducted during April 2005.³ Jordan River responded on June 16, 2005, with the requested documents.⁴ Staff requested additional documents, including complaint and claim records, by email on June 24, 2005. Jordan River responded with the requested records on June 28, 2005.

Staff reviewed Jordan River's compliance plan, documents received from the company in response to Staff's data request, and documents on file with the Commission. The following results indicate Jordan River's compliance status with Commission statutes and rules post-audit.

² See Appendix B.

³ See Appendix C.

⁴ See Appendix D.

GENERAL BUSINESS PRACTICES

WAC 480-15-190 requires a carrier to operate within the territorial boundaries established in its permit. WAC 480-15-390 requires that a carrier only operate under the names appearing on its permit. WAC 480-15-430 and WAC 480-15-410 describe the reasons the Commission could suspend a carrier's permit, including failure to maintain evidence of required cargo and liability insurance coverage. WAC 480-15-610 describes company requirements for advertising and correspondence.

Advertising and Correspondence

RCW 81.80.357 and WAC 480-15-610 require a carrier to list its permit number in every means of advertisement and correspondence showing the carrier's name and address.

June 2004 Audit Recommendation

Jordan River must ensure that its permit number is listed in every means of correspondence showing the company's name and address.

Compliance Plan

In its compliance plan, Jordan River stated that the company would, "...immediately reprint any correspondence missing our permit number and include that number on all future documents."⁵

Post-Audit Review Findings

Jordan River appears to be in compliance. Based on the information submitted by Jordan River in June 2005, it appears that the company is listing its permit number in correspondence.

⁵ See Appendix B.

ESTIMATES - COMPLETION

RCW 81.80.132 requires that when a carrier gives an estimate of charges for services in carrying household goods, the carrier will endeavor to accurately reflect the actual charges. WAC 480-15-650 defines when a carrier may provide an estimate, describes specific information required on a written estimate, and defines the retention period for estimates. Tariff 15-A, Item 85, describes additional information required in a written estimate.

Person Preparing Estimate

WAC 480-15-650(2)(b) requires the name, company affiliation, title, and telephone number of the person preparing the estimate.

June 2004 Audit Recommendation

Jordan River, on the written estimate, must include the title of the person preparing the estimate.

Compliance Plan

In its compliance plan, Jordan River stated that the company would, "...immediately begin including the name and title of the person preparing the estimate."⁶

Post-Audit Review Findings

Jordan River appears to be in compliance. The fifteen estimates submitted included the title of the person preparing the estimate.

Origin/Destination Addresses

WAC 480-15-650(2)(d) requires the complete physical address of the origin, destination, and any intermediate stops of the proposed shipment.

June 2004 Audit Recommendation

Jordan River must ensure that the complete physical address of the origin, destination, and any intermediate stops of the proposed movement are listed on the written estimate.

Compliance Plan

In its compliance plan, Jordan River stated that the company would, "...immediately begin to include the physical address of the origin, destination, and any intermediate stops when available to us. Some destination addresses are not available until a later

⁶ See Appendix B.

date. When this is the case, we will add the address as soon as we are given that information.”⁷

Post-Audit Review Findings

Jordan River is not in compliance. Four of the 15 written estimates submitted did not include complete destination addresses.

Staff finds four violations of WAC 480-15-650(2)(d), subject to a \$100 penalty per violation. **Total Possible Penalty = \$400.00**

Inventory

WAC 480-15-650(2)(h) requires that a list of articles upon which the estimate is based (inventory) be included on a written estimate.

June 2004 Audit Recommendation

Jordan River must provide a list of articles upon which each written estimate is based (inventory).

Compliance Plan

In its compliance plan, Jordan River stated that the company, “...already provides a list of articles with every written estimate we prepare.”

Post-Audit Review Findings

Jordan River appears to be in compliance. All 15 of the written estimates submitted include inventories.

Customer Signature

WAC 480-15-650(3) requires that a customer sign the written estimate.

June 2004 Audit Recommendation

Jordan River must require the customer to sign the written estimate.

Compliance Plan

In its compliance plan, Jordan River stated that the company would, “...immediately request the customer to sign the written estimate.”

Post-Audit Review Findings

Jordan River is not in compliance. On four of the 15 written estimates submitted, the customer did not sign the written estimate.

⁷ See Appendix B.

Staff finds four violations of WAC 480-15-650(3), subject to a \$100 penalty per violation. **Total Possible Penalty = \$400.00**

Overtime/Travel Time

Item 85(e)(ix) requires a space on the written estimate form for overtime.

June 2004 Audit Recommendation

Jordan River must use the overtime section of the written estimate form to record overtime only.

Compliance Plan

In its compliance plan, Jordan River stated that the company would, "...immediately use the overtime section on the form to record overtime by our workers."⁸

Post-Audit Review Findings

Jordan River appears to be in compliance with this requirement.

⁸ See Appendix B.

ESTIMATES - SUPPLEMENTAL

WAC 480-15-660 defines when a carrier must prepare a written supplemental estimate, and what rates a carrier must use to prepare the supplemental estimate. Tariff 15-A, Item 85, describes the conditions under which the carrier is required to issue a supplemental estimate. Item 95(g) states that the carrier may not charge the customer more than 125% of the estimate plus supplements for hourly-rated shipments.

June 2004 Audit Findings

During the audit, Jordan River maintained that it did not use supplemental estimates because the price of the move was guaranteed up front. Jordan River was not asked to address this item in its compliance plan. However, Staff reminded Jordan River that if, in the future, the company has given a customer a written estimate and the circumstances surrounding the move change in any way to cause the rate for service or the estimated charges to increase, Jordan River must issue a supplemental estimate. That supplemental estimate must comply with the rule and the tariff.

Post-Audit Review Findings

Jordan River does not appear to be in compliance. On the move for customer Amanda Jones on April 26, 2005, the written estimate lists the total estimated charges at \$710.00. However, Jordan River charged the customer \$1,085.00. There is no supplemental estimate and no explanation for the nearly 53% increase in charges. According to Tariff 15-A, Item 95(g), Jordan River may not charge the customer more than 125% of the estimate plus supplements for hourly-rated shipments. As no supplemental estimate was done, the customer can only be required to pay \$887.50; the cost of the original estimate plus 25%.

Staff finds one violation of WAC 480-15-660 and Tariff 15-A, Item 85, for failure to issue a supplemental estimate, subject to a penalty of \$100.00

Staff finds one violation of WAC 480-15-660 and Tariff 15-A, Item 95(g), for charging more than 125% of the written estimate, subject to a penalty of \$100.00.

In addition, Staff recommends that Jordan River be required to refund the customer \$197.50, the difference between the maximum allowable charge and what the company charged.

Total Possible Penalty: \$200.00

Total Recommended Refund to Customer: \$197.50

ESTIMATES - GENERAL BUSINESS PRACTICES

Online Estimate Form

WAC 480-15-650(1) requires that a carrier provide a written estimate only after the carrier or the carrier's representative has visually inspected the goods to be shipped.

June 2004 Audit Recommendation

Jordan River must provide a written estimate only after the company or the company's representative has visually inspected the goods to be shipped.

Compliance Plan

In its compliance plan, Jordan River stated that the company would, "...immediately only provide a written estimate after the goods to be shipped have been visually inspected by the company's representative."⁹

Post-Audit Review Findings

Jordan River is not in compliance. As it did during the audit, Staff filled out the company's "Online Estimate Form" with fictitious move information. Staff received information that the move would take approximately six to seven hours.¹⁰ Jordan River may not estimate the amount of time a move would take without first visually inspecting the customer's goods.

Staff finds one violation of WAC 480-15-650(1), subject to a \$100 penalty per violation. **Total Possible Penalty = \$100.00**

Retention of Estimates

WAC 480-15-650(4) requires that a household goods carrier keep written estimates for at least two years after conducting a move.

June 2004 Audit Recommendation

Jordan River must keep written estimates for at least two years after conducting a move.

Compliance Plan

In its compliance plan, Jordan River stated that the company would, "...immediately keep all written estimates for at least two years after conducting a move."

⁹ See Appendix B.

¹⁰ See Appendix E.

Post-Audit Review Findings

Jordan River appears to be in compliance with this requirement.

Release of Goods When Charges Exceed Estimate

WAC 480-15-670 describes what a carrier must do if actual charges exceed estimated charges, and how much time the carrier is required to give the customer to pay the remaining balance.

June 2004 Audit Recommendation

If actual charges exceed estimated charges, Jordan River must release the shipment to the customer when the customer pays 110% of the estimated charges. Jordan River must then allow the customer at least 30 days to pay the remaining balance.

Compliance Plan

In its compliance plan, Jordan River stated that the company, "...always releases shipments to our customers before receiving payment therefore Jordan River is in full compliance with this policy."¹¹

Post-Audit Review Findings

Jordan River appears to be in compliance with this requirement.

¹¹ See Appendix B.

BILLS OF LADING - COMPLETION

WAC 480-15-490(5) requires that all household goods carriers charge the rates and charges and comply with the rules contained in the tariff unless the Commission has approved, in writing, deviations from the tariff. WAC 480-15-710 states that a bill of lading is a shipping document issued by the household goods carrier, signed by both the shipper and the household goods carrier, which establishes the legal contract terms and conditions for a shipment. WAC 480-15-730 requires carriers to use the bill of lading format shown in the published tariff. WAC 480-15-740 requires the company to fill out the bill of lading listing specific information necessary to bill the customer the correct rates and charges. Tariff 15-A, Item 95, states that the carrier must properly complete and issue a bill of lading for each shipment of household goods transported.

Receipt for Goods

WAC 480-15-710 states that a bill of lading is a shipping document issued by the household goods carrier, signed by both the shipper and the household goods carrier, which establishes the legal contract terms and conditions for a shipment. Item 95(1)(b) requires that carriers use a bill of lading that contains all of the information required in Item 95. The bill of lading format shown in the tariff requires a space for the carrier's driver to sign indicating receipt of the customer's goods.

June 2004 Audit Recommendation

Jordan River, on the bill of lading, must ensure that the company's driver signs the bill, indicating receipt of the goods from the customer.

Compliance Plan

In its compliance plan, Jordan River stated that the company would, "...immediately have our drivers sign the bill of lading, indicating receipt of the goods from the customer."¹²

Post-Audit Review Findings

Jordan River is not in compliance. Thirty-one of the 69 bills of lading submitted by Jordan River in June 2005 did not include a signature by the company's driver, indicating receipt of the goods from the customer.

Staff finds thirty-one violations of WAC 480-15-710, subject to a \$100 penalty per violation. **Total Possible Penalty = \$3,100.00**

¹² See Appendix B.

Rights and Responsibilities Guide

WAC 480-15-740(8) requires that on any shipments where the customer did not receive a written estimate, the carrier must make a notation on the bill of lading that the customer was given a copy of the brochure, "Your Rights and Responsibilities as a Moving Company Customer." The customer must initial on or near the notation on the bill, acknowledging receipt of the information. Item 95(o) requires a notation that the customer was provided a copy of the brochure or that the customer refused a copy when it was offered.

June 2004 Audit Recommendation

Jordan River, on the bill of lading, must ensure that a customer who has not received a written estimate has initialed indicating either that the customer received or declined a copy of the brochure, "Your Rights and Responsibilities as a Moving Company Customer."

Compliance Plan

In its compliance plan, Jordan River stated that the company would, "...immediately ensure that all customers who have not received a written estimate initial indicating either that the customer received or declined a copy of the brochure..."¹³

Post-Audit Review Findings

Jordan River is not in compliance. On 25 of the 69 bills of lading submitted, the customer did not initial that the company gave, or that the customer declined, the Rights & Responsibilities Guide.

Staff finds twenty-five violations of WAC 480-15-740(8) and Tariff 15-A, Item 95(o), subject to a \$100 penalty per violation. **Total Possible Penalty = \$2,500.00**

Valuation

WAC 480-15-490(5) requires that all household goods carriers charge the rates and charges and comply with the rules contained in the tariff unless the Commission has approved, in writing, deviations from the tariff. Item 90(5) requires that a carrier not load the customer's goods until such time as the customer selects a valuation option and makes the appropriate notation on the bill of lading.

June 2004 Audit Recommendation

Jordan River must ensure that the customer selects a valuation option and makes the appropriate notation on the bill of lading before the company loads the customer's goods.

¹³ See Appendix B.

Compliance Plan

In its compliance plan, Jordan River stated that the company, "...already ensures that every customer selects a valuation option on the bill of lading before we load the customer's goods. The foreman goes over this information and requires the customer to select an option on the bill of lading before loading any goods."¹⁴

Post-Audit Review Findings

Jordan River is not in compliance. On eight of the 69 bills of lading submitted, customers either did not initial the type of valuation coverage or initialed two types of coverage.

Staff finds eight violations of WAC 480-15-490(5) and Tariff 15-A, Item 90(5), subject to a \$100 penalty per violation. **Total Possible Penalty = \$800.00**

Name of Consignee

WAC 480-15-490(5) requires that all household goods carriers charge the rates and charges and comply with the rules contained in the tariff unless the Commission has approved, in writing, deviations from the tariff. Item 95(2)(c) requires the exact name, address, and telephone number of the consignee (i.e., the person accepting the goods at the delivery).

June 2004 Audit Recommendation

Jordan River, on the bill of lading, must list the name of the consignee.

Compliance Plan

In its compliance plan, Jordan River stated that the company would, "...immediately list the name of the consignee on all bills of lading."¹⁵

Post-Audit Review Findings

Jordan River is not in compliance. On 21 of the 69 bills of lading submitted, the consignee's name is not listed.

Staff finds twenty-one violations of WAC 480-15-490(5) and Tariff 15-A, Item 95(2)(c), subject to a \$100 penalty per violation. **Total Possible Penalty = \$2,100.00**

¹⁴ See Appendix B.

¹⁵ See Appendix B.

BILLS OF LADING - RATES AND CHARGES HOURLY-RATED MOVES

WAC 480-15-490(5) requires that all household goods carriers charge the rates and charges and comply with the rules contained in the tariff unless the Commission has approved, in writing, deviations from the tariff. WAC 480-15-740 requires the company to fill out the bill of lading listing specific information necessary to bill the customer the correct rates and charges. Tariff 15-A, Item 95(1), states that the carrier must issue a bill of lading for each shipment of household goods transported. Item 225 lists fees for containers. Item 230 defines rates to be charged for hourly-rated shipments moving less than 35 miles.

Location

WAC 480-15-740(3) requires the exact address at which the shipment, or any part of that shipment, is loaded or unloaded. Item 95(2)(d) requires the exact location of the origin pickup point, any split pickups, stops to partially load or unload, and the final destination point of the shipment.

June 2004 Audit Recommendation

Jordan River, on the bill of lading, must list the exact address at which the shipment, or any part of that shipment, was loaded or unloaded, including the origin pickup point, any split pickups, stops to partially load or unload, and the final destination point of the shipment.

Compliance Plan

In its compliance plan, Jordan River stated that the company would, "...list all addresses at which the shipment, or any part of that shipment, was loaded or unloaded, including the origin pickup point, any split pickups, stops to partially load or unload, and the final destination point of the shipment."¹⁶

Post-Audit Review Findings

Jordan River is not in compliance. On 11 of the 69 hourly-rated bills of lading submitted, the exact address at which the shipment, or any part of that shipment, was loaded or unloaded, including the origin pickup point, any split pickups, stops to partially load or unload, and/or the final destination point of the shipment, are not listed.

¹⁶ See Appendix B.

Staff finds eleven violations of WAC 480-15-740(3) and Tariff 15-A, Item 95(2)(d), subject to a \$100 penalty per violation. **Total Possible Penalty = \$1,100.00**

Estimates

WAC 480-15-490(5) requires that all household goods carriers charge the rates and charges and comply with the rules contained in the tariff unless the Commission has approved, in writing, deviations from the tariff. Item 95(2)(g) requires a declaration of the type of estimate (binding or non-binding) under which the shipment is moving, including the customer's initials by the estimate option selected.

June 2004 Audit Recommendation

Jordan River, if the customer has requested a written estimate, must ensure that customer has properly initialed the type of estimate (binding or non-binding) under which the shipment is moving on the bill of lading.

Compliance Plan

In its compliance plan, Jordan River stated that the company would, "immediately, if the customer has requested a written estimate ensure that the customer has properly initialed the type of estimate (binding or non-binding) under which the shipment is moving on the bill of lading."¹⁷

Post-Audit Review Findings

Jordan River is not in compliance. In 16 of the 69 bills of lading submitted, the customer did not properly initial the type of estimate (binding or non-binding) under which the shipment is moving on the bill of lading. On four of the bills of lading, the customer did not initial at all. On the remaining 12, the information regarding the type of estimate selected on the bills of lading did not match the information on the estimate.

Staff finds sixteen violations of WAC 480-15-490(5) and Tariff 15-A, Item 95(2)(g), subject to a \$100 penalty per violation. **Total Possible Penalty = \$1,600.00**

Valuation

WAC 480-15-490(5) requires that all household goods carriers charge the rates and charges and comply with the rules contained in the tariff unless the Commission has approved, in writing, deviations from the tariff. Item 95(2)(h) requires a section on the bill of lading where a customer must select and initial the type of valuation coverage under which the shipment is moving.

¹⁷ See Appendix B.

June 2004 Audit Recommendation

Jordan River, on the bill of lading, must ensure that the customer has selected and initialed the type of valuation coverage under which the shipment is moving.

Compliance Plan

In its compliance plan, Jordan River stated that the company would, "...immediately, on the bill of lading, ensure that the customer has selected and initialed the type of valuation coverage under which the shipment is moving."¹⁸

Post-Audit Review Findings

Jordan River is not in compliance. In eight of the 69 bills of lading submitted, customers either did not initial the type of valuation coverage or initialed two types of coverage.

Staff finds eight violations of WAC 480-15-490(5) and Tariff 15-A, Item 95(2)(h), subject to a \$100 penalty per violation. **Total Possible Penalty = \$800.00**

Container Charges

WAC 480-15-490(5) requires that all household goods carriers charge the rates and charges and comply with the rules contained in the tariff unless the Commission has approved, in writing, deviations from the tariff. Item 225 lists fees to be added to the customer's total charge for new or used containers for hourly-rated moves.

June 2004 Audit Recommendations

Jordan River must only charge fees for new or used containers as listed in the tariff. The company may not provide boxes free of charge. When available, the customer may purchase used containers at 50% of the prices shown in the tariff.

Jordan River must not charge for items not listed in the tariff, such as white paper, blankets, tape, and plastic mattress covers.

Compliance Plan

In its compliance plan, Jordan River stated that the company would, "...immediately not charge for items not listed in the tariff, such as white paper, blankets, tape, and mattress covers."¹⁹

¹⁸ See Appendix B.

¹⁹ See Appendix B.

Post-Audit Review Findings

Jordan River is not in compliance. Staff completed the company's "Online Estimate Form" with fictitious move information and received an email response from Jordan River stating that the company charges, "...for materials such as...tape."²⁰ The company's website also currently lists charges for such items as tape and white paper.

In addition, on 39 of the 69 bills of lading submitted, customers were charged for items not listed in the tariff, such as tape and white paper. In some cases, the words "tape" and "white paper" were clearly written on the bills of lading, including the charges for each. Tape was charged at \$1.50 per roll. In some cases, Jordan River listed the \$1.50 tape charge under the "Appliances" or "Addl Labor" sections of the bill of lading.

Staff finds thirty-nine violations of WAC 480-15-490(5) and Tariff 15-A, Item 225, subject to a \$100 penalty per violation. **Total Possible Penalty = \$3,900.00**

Recording Breaks and Interruptions

WAC 480-15-490(5) requires that all household goods carriers charge the rates and charges and comply with the rules contained in the tariff unless the Commission has approved, in writing, deviations from the tariff. Item 230(4) states that on hourly-rated moves, time must be recorded to the nearest increment of 15 minutes. The carrier must require its employees to record breaks and interruptions. The customer must not be charged for those breaks and/or interruptions.

June 2004 Audit Recommendation

Jordan River must not charge customers for employee breaks and/or interruptions.

Compliance Plan

In its compliance plan, Jordan River stated that the company, "...does not charge customers for employee breaks and/or interruptions."²¹

Post-Audit Review Findings

Jordan River appears to be in compliance with this requirement.

Minimum Charge

WAC 480-15-490(5) requires that all household goods carriers charge the rates and charges and comply with the rules contained in the tariff unless the Commission has

²⁰ See Appendix E.

²¹ See Appendix B.

approved, in writing, deviations from the tariff. Item 230(5) states that the minimum charge for a shipment moving under hourly rates is one hour.

June 2004 Audit Recommendation

Jordan River must charge a one-hour minimum on hourly-rated moves.

Compliance Plan

In its compliance plan, Jordan River stated that it would, "...immediately charge a one-hour minimum on hourly-rated moves."²²

Post-Audit Review Findings					
Jordan River is not in compliance. Staff completed the company's "Online Estimate Form" with fictitious move information and received an email response from Jordan River stating that the company charges a two-hour minimum. ²³					
In addition, in the following nine moves, the bill of lading indicates that the duration of the move is less than two hours, however, the company charged the customer for two hours:					
	Customer	Arrival Time	Departure Time	Actual Hours	Hours Company Charged For
1	Anderson	8:00	9:15	1.25	2
2	Blackstone	10:00	11:30	1.5	2
3	Bolson	11:00	12:30	1.5	2
4	Gold	8:45	9:00	0.25	2
5	Hawkins	9:30	10:30	1	2
6	Iyer	1:00	2:15	1.25	2
7	Nagashima	4:45	6:15	1.5	2
8	Phillips	9:30 am	11:00 am	1.5	2
9	Smart	10:15	11:30	1.25	2
Staff finds nine violations of WAC 480-15-490(5) and Tariff 15-A, Item 230(5), subject to a \$100 penalty per violation. Total Possible Penalty = \$900.00					

Portal-to-Portal Travel Charges

WAC 480-15-490(5) requires that all household goods carriers charge the rates and charges and comply with the rules contained in the tariff unless the Commission has approved, in writing, deviations from the tariff. Item 230(6) states that the carrier will

²² See Appendix B.

²³ See Appendix E.

bill the customer for the time beginning when the moving vehicle leaves the carrier's terminal until the time the vehicle returns to the carrier's terminal or is dispatched to another job.

June 2004 Audit Recommendation

Jordan River, on an hourly-rated move, must bill the customer for the actual time beginning when the moving vehicle leaves the carrier's terminal until the time the vehicle returns to the carrier's terminal or is dispatched to another job.

Compliance Plan

In its compliance plan, Jordan River stated that the company would, "...immediately, on an hourly-rated move...bill the customer for the time beginning when the moving vehicle leaves the carrier's terminal until the time the vehicle returns to the carrier's terminal or is dispatched to another job."²⁴

Post-Audit Review Findings

Jordan River is not in compliance. In the post-audit review, on 29 of the 69 bills of lading submitted, Jordan River did not bill the customer for the time beginning when the moving vehicle left the carrier's terminal until the time the vehicle returned to the carrier's terminal or dispatched to another job. Instead, Jordan River listed the start and stop times for the move, then billed the customer a separate travel time charge on the bill of lading.

Staff finds twenty-nine violations of WAC 480-15-490(5) and Tariff 15-A, Item 230(6), subject to a \$100 penalty per violation. **Total Possible Penalty = \$2,900.00**

²⁴ See Appendix B.

BILLS OF LADING - RATES AND CHARGES MILEAGE-RATED MOVES

WAC 480-15-490(5) requires that all household goods carriers charge the rates and charges and comply with the rules contained in the tariff unless the Commission has approved, in writing, deviations from the tariff. WAC 480-15-740 requires the company to fill out the bill of lading listing specific information necessary to bill the customer the correct rates and charges. Tariff 15-A, Item 95(1), states that the carrier must issue a bill of lading for each shipment of household goods transported. Item 110 requires carriers to use the Rand McNally Mileage Guide to determine mileage. Item 155 requires customers be charged for every stop during a move. Item 175 addresses commercial ferry fares and charges. Item 195-A lists fees for containers. Item 200 addresses mileage rates.

Charging for Moves

WAC 480-15-490(5) requires that household goods carriers charge the rates and charges contained in the tariff unless the Commission has approved, in writing, deviations from the tariff.

June 2004 Audit Recommendation

Jordan River must charge the rates and charges contained in the tariff unless the Commission has approved, in writing, deviations from the tariff.

Compliance Plan

In its compliance plan, Jordan River stated that the company would, “immediately charge the rates and charges contained in the tariff unless the Commission has approved, in writing, deviations from the tariff.”²⁵

Post-Audit Review Findings

Jordan River is not in compliance. Three of the 69 bills of lading submitted were for mileage-rated moves. On one of these three bills of lading, for customer Engel, the company charged the customer an “IRR Surcharge,” an “Origin/destination fee,” and a fuel surcharge based on an interstate tariff.²⁶

Staff finds three violations of WAC 480-15-490(5), subject to a \$100 penalty per violation. **Total Possible Penalty = \$300.00**

²⁵ See Appendix B.

²⁶ See Appendix F.

Location

WAC 480-15-740(3) requires the exact address at which the shipment, or any part of that shipment, was loaded or unloaded. Item 95(2)(d) requires the exact location of the origin pickup point, any split pickups, stops to partially load or unload, and the final destination point of the shipment.

June 2004 Audit Recommendation

Jordan River must list on the bill of lading the exact address at which the shipment, or any part of that shipment, was loaded or unloaded.

Compliance Plan

In its compliance plan, Jordan River stated that the company would, "...list all addresses at which the shipment, or any part of that shipment, was loaded or unloaded, including the origin pickup point, any split pickups, stops to partially load or unload, and the final destination point of the shipment."²⁷

Post-Audit Review Findings

Jordan River is not in compliance. On one of the three bills of lading submitted, the exact address at which the shipment, or any part of that shipment, was loaded or unloaded is not listed.

Staff finds one violation of WAC 480-15-740(3) and Tariff 15-A, Item 95(2)(d), subject to a \$100 penalty. **Total Possible Penalty = \$100.00**

Estimates

WAC 480-15-490(5) requires that all household goods carriers charge the rates and charges and comply with the rules contained in the tariff unless the Commission has approved, in writing, deviations from the tariff. Item 95(2)(g) requires a declaration and customer initials on the type of estimate (binding or non-binding) under which the shipment is moving.

June 2004 Audit Recommendation

Jordan River must provide an accurate declaration of the type of estimate (binding or non-binding) under which the shipment is moving.

Compliance Plan

In its compliance plan, Jordan River stated that the company would, "immediately, if the customer has requested a written estimate ensure that the customer has properly

²⁷ See Appendix B.

initialed the type of estimate (binding or non-binding) under which the shipment is moving on the bill of lading.”²⁸

Post-Audit Review Findings

Jordan River is not in compliance. On two of the three bills of lading submitted, the information regarding the type of estimate selected on the bills of lading did not match the information on the estimate.

Staff finds two violations of WAC 480-15-490(5) and Tariff 15-A, Item 95(2)(g), subject to a \$100 penalty per violation. **Total Possible Penalty = \$200.00**

Computing Mileage

WAC 480-15-490(5) requires that all household goods carriers charge the rates and charges and comply with the rules contained in the tariff unless the Commission has approved, in writing, deviations from the tariff. Item 110(2) requires carriers to use the Rand McNally Mileage Guide to determine mileage.

June 2004 Audit Recommendation

Jordan River must use the Rand McNally Mileage Guide to determine mileage.

Compliance Plan

In its compliance plan, Jordan River stated that the company, “...currently uses the Rand McNally Mileage guide to determine mileage.”²⁹

Post-Audit Review Findings

Jordan River is not in compliance. On one of the three bills of lading, Jordan River incorrectly calculated the distance of a move. For customer McKamey’s move, Rand McNally calculates the mileage at 20 miles³⁰. Jordan River listed the mileage at 75 miles, which resulted in the move being billed at mileage rates instead of hourly rates.

Staff finds one violation of WAC 480-15-490(5) and Tariff 15-A, Item 110(2), subject to a \$100 penalty per violation. **Total Possible Penalty = \$100.00**

Additional Steps

WAC 480-15-490(5) requires that all household goods carriers charge the rates and charges and comply with the rules contained in the tariff unless the Commission has

²⁸ See Appendix B.

²⁹ See Appendix B.

³⁰ See Appendix G.

approved, in writing, deviations from the tariff. Item 155(3) requires that customers be charged tariff rates for each stop on a move.

June 2004 Audit Recommendation

Jordan River must charge tariff rates for each stop on a move.

Compliance Plan

In its compliance plan, Jordan River stated that the company would, “immediately charge tariff rates for each stop on a move.”³¹

Post-Audit Review Findings

Jordan River appears to be complying with this recommendation.

Commercial Ferry Fees

WAC 480-15-490(5) requires that all household goods carriers charge the rates and charges and comply with the rules contained in the tariff unless the Commission has approved, in writing, deviations from the tariff. Item 175(a) requires the carrier to pass through to the customer the actual cost of ferry fares. A copy of the fare receipt must be attached to the bill of lading provided to the customer and the carrier must retain a duplicate copy in its files. Item 175(c) requires the carrier to record on the bill of lading the exact time its vehicle and employees are aboard a commercial ferry or are waiting in line to board the ferry and requires the carrier to bill the customer appropriately for this time.

June 2004 Audit Recommendations

Jordan River must pass through to the customer the actual cost of ferry fares.

Jordan River must record on the bill of lading the exact time its vehicle and employee(s) are on board a commercial ferry or are waiting in line to board the ferry, and bill the customer appropriately for this time.

Compliance Plan

In its compliance plan, Jordan River stated that the company would, “...immediately pass through to every customer the actual cost (sic) of ferry fees. Jordan River will immediately record on the bill of lading the exact time its vehicle and employee(s) are aboard a commercial ferry or are waiting in line to board the ferry, and bill the customer appropriately for this time.”³²

³¹ See Appendix B.

³² See Appendix B.

Post-Audit Review Findings

Jordan River is not in compliance. On one of the three bills of lading, for customer McKamey, the move was from Seattle to Poulsbo, which requires ferry travel. On the estimate, Jordan River listed, "Ferry Charge Tolls," and listed a cost of \$0. The customer was not billed for ferry fees. In addition, Jordan River did not record the time its vehicle and employee(s) were on board the ferry, or bill the customer for the time aboard the ferry.

Staff finds one violation of WAC 480-15-490(5) and Tariff 15-A, Item 175(a), subject to a \$100 penalty per violation.

Staff finds one violation of WAC 480-15-490(5) and Tariff 15-A, Item 175(c), subject to a \$100 penalty per violation. **Total Possible Penalty = \$200.00**

Mileage Rates

WAC 480-15-490(5) requires that all household goods carriers charge the rates and charges and comply with the rules contained in the tariff unless the Commission has approved, in writing, deviations from the tariff. Item 200 states that mileage rates apply only on shipments moving more than 35 miles and that rates are based on loaded distance. Loaded distance is the distance between the loading point (origin) of the shipment and the unloading point (destination), the distance the carrier's vehicle actually transports the customer's goods.

June 2004 Audit Recommendation

Jordan River must only apply mileage rates on shipments moving more than 35 miles.

Compliance Plan

In its compliance plan, Jordan River stated that the company, "...currently only applies mileage rates on shipments moving more than 35 miles. Jordan River applies hourly rates on all shipments moving 35 miles or less."³³

Post-Audit Review Findings

Jordan River is not in compliance. On one of the three bills of lading, for customer McKamey, the distance of the move according to Rand McNally was 20 miles³⁴. On the written estimate, Jordan River listed the distance as 75 miles.

Staff finds one violation of WAC 480-15-490(5) and Tariff 15-A, Item 200, subject to a \$100 penalty per violation. **Total Possible Penalty = \$100.00**

³³ See Appendix B.

³⁴ See Appendix G.

Container Charges

WAC 480-15-490(5) requires that all household goods carriers charge the rates and charges and comply with the rules contained in the tariff unless the Commission has approved, in writing, deviations from the tariff. Item 195-A lists fees to be added to the customer's total charge for new or used containers on mileage-rated moves.

June 2004 Audit Recommendations

Jordan River must only charge fees for new or used containers as listed in the tariff. The company may not provide boxes free of charge. When available, the customer may purchase used containers at 50% of the prices shown in the tariff.

Jordan River must not charge for items not listed in the tariff, such as white paper, blankets, tape, and plastic mattress covers, etc.

Compliance Plan

In its compliance plan, Jordan River stated that the company would, "...immediately not charge for items not listed in the tariff, such as white paper, blankets, tape, and mattress covers."³⁵

Post-Audit Review Findings

Jordan River is not in compliance. On two of the three bills of lading, customers were charged for items not listed in the tariff, such as tape and white paper.

Staff finds two violations of WAC 480-15-490(5) and Tariff 15-A, Item 195(a), subject to a \$100 penalty per violation. **Total Possible Penalty = \$200.00**

³⁵ See Appendix B.

COMPLAINTS & CLAIMS

WAC 480-15-800 through WAC 480-15-890 detail the requirements for complaint and claim procedures. Tariff 15-A, Item 75, lists the requirements if a claim is filed with the carrier.

In response to Staff's data request, Jordan River submitted copies of 22 compliant records. Seven of these records were for complaints filed prior to the submission of Jordan River's compliance plan response and were therefore left out of Staff's review.

Complaints

WAC 480-15-830 requires a carrier to keep complaint and claim records for a specific period of time.

June 2004 Audit Recommendation

Jordan River must maintain complaint records as required in the rules.

Compliance Plan

In its compliance plan, Jordan River stated that the company would, "...immediately maintain complaint records as required in the rules."³⁶

Post-Audit Review Findings

Jordan River appears to be in compliance with the rule, requiring the company to keep complaint records for a specific period of time.

Responding to Claims

WAC 480-15-810(1) requires that the carrier notify the customer, in writing, within ten working days of the receipt of the customer's claim.

June 2004 Audit Recommendation

Jordan River must notify the customer of the receipt of the customer's claim, in writing, within ten working days of the receipt of the claim.

Compliance Plan

In its compliance plan, Jordan River stated that the company would, "...immediately notify the customer of the receipt of the customer's claim, in writing, with in (*sic*) ten working days of the receipt of the claim."

³⁶ See Appendix B.

Post-Audit Review Findings

Jordan River is not in compliance. Three of the 14 claim records submitted by Jordan River did not contain written notification to the customer of receipt of the claim.

Staff finds three violations of WAC 480-15-810(1), subject to a \$100 penalty per violation. **Total Possible Penalty = \$300.00**

Resolution of Claims

WAC 480-15-810(3) requires carriers to advise the customer of the resolution of the claim.

June 2004 Audit Recommendation

Jordan River must advise the customer of the resolution of the claim.

Compliance Plan

In its compliance plan, Jordan River stated that the company would, "...immediately begin to advise the customer of the resolution of the claim."³⁷

Post-Audit Review Findings

Jordan River is not in compliance. In three of the 14 claim records submitted, the complaint had been closed with no evidence that Jordan River advised the customer of the resolution of the claim.

Staff finds three violations of WAC 480-15-810(3), subject to a \$100 penalty per violation. **Total Possible Penalty = \$300.00**

Loss or Damage Claims - Settlement

WAC 480-15-810(4) requires that if there is a loss or damage claim, the carrier must pay the claim, refuse the claim, or make a compromise offer within 120 days.

June 2004 Audit Recommendation

Jordan River must, if there is a loss or damage claim, pay the claim, refuse the claim, or make a compromise offer within 120 days.

Compliance Plan

In its compliance plan, Jordan River stated that the company would, "...immediately begin if there's a loss or damage claim, pay the claim, refuse the claim, or make a compromise offer within 120 days."

³⁷ See Appendix B.

Post-Audit Review Findings

Jordan River appears to be in compliance with this requirement.

Claims Over 180 Days

WAC 480-15-820 requires that if a carrier cannot resolve a loss or damage claim within 120 days, the carrier must, for each 60-day period until the claim is settled, inform the shipper in writing of the reason for the carrier's failure to resolve the claim or clearly state the carrier's final offer or denial and close the claim.

June 2004 Audit Recommendation

Jordan River must, if the company cannot resolve a loss or damage claim within 120 days, for each 60-day period until the claim is settled, inform the customer in writing of the reason for the company's failure to resolve the claim or clearly state the company's final offer or denial and close the claim.

Compliance Plan

In its compliance plan, Jordan River stated that the company would, "...immediately begin to inform the customer in writing of the reason for the company's failure to resolve the claim or clearly state the company's final offer or denial and close the claim, if we cannot resolve a loss or damage claim within 120 days, for each 60-day period until the claim is settled."³⁸

Post-Audit Review Findings

Jordan River appears to be in compliance with this requirement.

Order of Claim Records

WAC 480-15-840 requires that all claims must be numbered consecutively and that the company must maintain a claim register.

June 2004 Audit Recommendation

Jordan River must number all claims consecutively.

Compliance Plan

In its compliance plan, Jordan River stated that the company would, "...immediately begin to number all claims consecutively."³⁹

Post-Audit Review Findings

Jordan River is in compliance with this recommendation.

³⁸ See Appendix B.

³⁹ See Appendix B.

Information Required in Claim Records

WAC 480-15-860 describes the information that must be included, at a minimum, in the claim record. This information includes: The date the claim was received; the name, address, and telephone number of the shipper; detailed information about the dispute; details of any action the company has taken in response to the claim; the date the claim was resolved; and a description of the final disposition. Item 75 requires that a copy of the original bill of lading accompany the claim.

June 2004 Audit Recommendation

Jordan River must include, at a minimum, all of the information required by rule and the tariff in each claim record.

Compliance Plan

Jordan River did not address this item in its compliance plan.

Post-Audit Review Findings

Jordan River is not in compliance. Two of the 14 claim records did not contain the minimum information as required by rule (i.e., details of the action taken in response to the claims, detailed information about the dispute, and a description of the final disposition).

Staff finds two violations of WAC 480-15-860, subject to a \$100 penalty per violation. **Total Possible Penalty = \$200.00**

SUMMARY OF POSSIBLE PENALTIES

Staff finds one violation of WAC 480-15-650(1), for failure to visually inspect the goods to be shipped prior to providing a written estimate, subject to a penalty of \$100.00.

Staff finds four violations of WAC 480-15-650(2)(d), for failure to include complete destination addresses on the written estimate, subject to a penalty of \$400.00.

Staff finds four violations of WAC 480-15-650(3), for failure to obtain the customer's signature on the written estimate, subject to a penalty of \$400.00.

Staff finds one violation of WAC 480-15-660 and Tariff 15-A, Item 85, for failure to issue a supplemental estimate, subject to a penalty of \$100.00

Staff finds one violation of WAC 480-15-650 and Tariff 15-A, Item 95(g), for charging more than 125% of the written estimate, subject to a penalty of \$100.00. In addition, Staff recommends that Jordan River be required to refund customer Jones \$197.50, the difference between the maximum allowable charge and what the company charged.

Staff finds thirty-one violations of WAC 480-15-710, for failure of the company's driver to sign the bill of lading indicating receipt of the goods from the customer, subject to a penalty of \$3,100.00.

Staff finds twenty-five violations of WAC 480-15-740(8) and Tariff 15-A, Item 95(2)(o) for failure to a note that the customer was provided a copy of the brochure, "Your Rights & Responsibilities as a Moving Company Customer," or that the customer refused a copy when it was offered, subject to a penalty of \$2,500.00.

Staff finds eight violations of WAC 480-15-490(5) and Tariff 15-A, Item 90(5), for failure to ensure that the customer selected a valuation option and made the appropriate notation on the bill of lading prior to the customer's goods being loaded, subject to a penalty of \$800.00.

Staff finds twenty-one violations of WAC 480-15-490(5) and Tariff 15-A, Item 95(2)(c), for failure to list the exact name of the consignee (i.e., the person accepting the goods at the delivery), subject to a penalty of \$2,100.00.

Staff finds eleven violations of WAC 480-15-740(3), for failure to list on the bill of lading the exact address at which the shipment, or any part of that shipment, was loaded or unloaded, subject to a penalty of \$1,100.00.

Staff finds sixteen violations of WAC 480-15-490(5) and Tariff 15-A, Item 95(2)(g), for failure to ensure that the customer properly initialed the type of estimate (binding or non-binding) under which the shipment is moving, subject to a penalty of \$1,600.00.

Staff finds eight violations of WAC 480-15-490(5) and Tariff 15-A, Item 95(2)(h), for failure to ensure that the customer selected and initialed on the bill of lading the type of valuation coverage under which the shipment is moving, subject to a penalty of \$800.00.

Staff finds thirty-nine violations of WAC 480-15-490(5) and Tariff 15-A, Item 225, for charging for items not listed in the tariff such as tape and white paper, subject to a penalty of \$3,900.00.

Staff finds nine violations of WAC 480-15-490(5) and Tariff 15-A, Item 230(5), for failure to comply with the requirement that the minimum charge for a shipment moving under hourly rates is one hour, subject to a penalty of \$900.00.

Staff finds twenty-nine violations of WAC 480-15-490(5) and Tariff 15-A, Item 230(6), for failure to bill the customer for the time beginning when the moving vehicle leaves the carrier's terminal until the time the vehicle returns to the carrier's terminal or is dispatched to another job, subject to a penalty of \$2,900.00.

Staff finds three violations of WAC 480-15-490(5), for failure to charge the rates and charges contained in the tariff unless the Commission has approved, in writing, deviations from the tariff, subject to a penalty of \$300.00.

Staff finds one violation of WAC 480-15-740(3) and Tariff 15-A, Item 95(2)(d), for failure to list on the bill of lading the exact address at which the shipment, or any part of that shipment, was loaded or unloaded, subject to a penalty of \$100.00

Staff finds two violations of WAC 480-15-490(5) and Tariff 15-A, Item 95(2)(g), for failure to ensure that the customer has properly initialed the type of estimate (binding or non-binding) under which the shipment is moving on the bill of lading, subject to a penalty of \$200.00.

Staff finds one violation of WAC 480-15-490(5) and Tariff 15-A, Item 110(2), for failure to use the Rand McNally Mileage Guide to determine mileage, subject to a penalty of \$100.00.

Staff finds one violation of WAC 480-15-490(5) and Tariff 15-A, Item 175(a), for failure to pass through to the customer the actual cost of ferry fares, subject to a penalty of \$100.00.

Staff finds one violation of WAC 480-15-490(5) and Tariff 15-A, Item 175 (c) for failure to record on the bill of lading the exact time its vehicle and employee(s) are on board a commercial ferry or are waiting in line to board the ferry, and bill the customer appropriately for this time, subject to a penalty of \$100.00.

Staff finds one violation of WAC 480-15-490(5) and Tariff 15-A, Item 200, for failure to apply mileage rates only on shipments moving more than 35 miles, subject to a penalty of \$100.00.

Staff finds two violations of WAC 480-15-490(5) and Tariff 15-A, Item 195-A, for charging for items not listed in the tariff such as tape and white paper, subject to a penalty of \$200.00.

Staff finds three violations of WAC 480-15-810(1), for failure to notify the customer, in writing, within ten working days of the receipt of the customer's claim, subject to a penalty of \$300.00

Staff finds three violations of WAC 480-15-810(3), for failure to advise the customer of the resolution of the claim, subject to a penalty of \$300.00

Staff finds two violations of WAC 480-15-860, for failure to record all required information in the company's claims and complaints files, subject to a penalty of \$200.00

Total Possible Penalty = \$22,800.00

Total Recommended Refund Due Customer = \$197.50

APPENDIX A

RCW 80.01.040(3) General powers and duties of commission. The utilities and transportation commission shall:

(3) Regulate in the public interest, as provided by the public service laws, the rates, services, facilities, and practices of all persons engaging within this state in the business of supplying any utility service or commodity to the public for compensation, and related activities; including, but not limited to, electrical companies, gas companies, irrigation companies, telecommunications companies, and water companies.

[1985 c 450 § 10; 1961 c 14 § [80.01.040](#). Prior: (i) 1949 c 117 § 3; Rem. Supp. 1949 § 10964-115-3. (ii) 1945 c 267 § 5; Rem. Supp. 1945 § 10459-5. (iii) 1945 c 267 § 6; Rem. Supp. 1945 § 10459-6. Formerly RCW [43.53.050](#).]

RCW 80.04.070 - Inspection of books, papers, and documents. The commission and each commissioner, or any person employed by the commission, shall have the right, at any and all times, to inspect the accounts, books, papers and documents of any public service company, and the commission, or any commissioner, may examine under oath any officer, agent or employee of such public service company in relation thereto, and with reference to the affairs of such company: PROVIDED, That any person other than a commissioner who shall make any such demand shall produce his authority from the commission to make such inspection.

[1961 c 14 § [80.04.070](#). Prior: 1911 c 117 § 77; RRS § 10415.]

RCW 81.80.132 - Common carriers--Estimate of charges for household goods--Penalty. When a common carrier gives an estimate of charges for services in carrying household goods, the carrier will endeavor to accurately reflect the actual charges. The carrier is subject to a monetary penalty not to exceed one thousand dollars per violation when the actual charges exceed the percentages allowed by the commission.

[1993 c 392 § 1.]

RCW 81.80.357 - Advertising -- Household goods -- Permit number required -- Penalty. - (1) No person in the business of transporting household goods as defined by the commission in intrastate commerce shall advertise without listing the carrier's Washington utilities and transportation commission permit number in the advertisement.

(2) As of June 9, 1994, all advertising, contracts, correspondence, cards, signs, posters, papers, and documents which show a household goods motor carrier name or address shall show the carrier's Washington utilities and transportation commission permit number. The alphabetized listing of household good[s] motor carriers appearing in the advertising sections of telephone books or other directories and all advertising that shows the carrier's name or address shall show the carrier's current Washington utilities and transportation commission permit number.

(3) Advertising by electronic transmission need not contain the carrier's Washington utilities and transportation commission permit number if the carrier provides it to the person selling the advertisement and it is recorded in the advertising contract.

(4) No person shall falsify a Washington utilities and transportation commission permit number or use a false or inaccurate Washington utilities and transportation commission permit number in connection

with any solicitation or identification as an authorized household goods motor carrier.

(5) If, upon investigation, the commission determines that a motor carrier or person acting in the capacity of a motor carrier has violated this section, the commission may issue a penalty not to exceed five hundred dollars for every violation.

[1994 c 168 § 1.]

WAC 480-15-490 Tariff and rates, general. (1) **What is a tariff?** A tariff is a publication containing the rates and charges that household goods carriers must assess on shipments of household goods, including rules that govern how rates and charges are assessed.

(2) **How are tariff rates and charges established?**

(a) Pursuant to RCW [81.80.130](#) and [81.80.150](#), the commission publishes tariffs to be used by all household goods carriers, or allows household goods carriers to file individual tariffs if the commission finds it is impractical to publish tariffs for certain commodities or services. The commission determines the rates and charges contained in the tariffs by commission order following notice and hearing. Under RCW [81.80.130](#), the commission must set fair, just, reasonable, and sufficient rates and charges. The commission will do this by setting minimum and maximum rates.

(b) Upon the effective date of these rules, and continuing until such time as the commission, after notice and hearing, determines a different rate level, household goods carriers must assess rates and charges within a band.

(i) The maximum rates and charges must be no more than twenty percent above the rates and charges as published by the commission in Tariff 15A in effect on February 1, 2000.

(ii) The maximum rates and charges established in (b)(i) of this subsection will be adjusted each June 1, through 2005, by an index calculated using the first-quarter implicit price deflator (IPD) of the gross domestic product as follows:

Index for Current Year = IPD for Previous Year First Quarter / IPD for Current Year First Quarter

Example: Using the following data:

IPD for Previous Year First Quarter	102.35
IPD for Current Year First Quarter	103.83

Index for Current Year is calculated as follows:

IPD for Current Year First Quarter	103.83
Divided by IPD for Previous Year First Quarter	102.35
Equals Index for Current Year	= 1.0145

Maximum Rate or Charge is calculated as follows:

Maximum Rate for Previous Year	\$ 100.00
Multiplied by Index for Current Year	x 1.0145
Equals the Maximum Rate for Current Year	= \$ 101.45

Round the maximum rate to the next \$.01, with \$.005 and greater rounded up and less than \$.005 rounded down.

Mileage rates are rounded to the next \$.0001.

(iii) The minimum rate or charge is fixed at no less than forty percent below the maximum rate or charge established in (b)(i) of this subsection.

(3) **Who must have tariffs?** Each person holding household goods permit authority must purchase and display at least one copy of the current tariff, and pay applicable tariff maintenance fees. Any interested person may purchase a copy by paying the applicable fees in advance.

(4) **Where must a household goods carrier display its tariffs?** A household goods carrier must display a current copy of the tariff in its main office and in each billing office.

(5) **Who must charge rates contained in the tariff?** All household goods carriers must charge the rates and charges, and comply with the rules contained, in the tariff unless the commission has approved, in writing, deviations from the tariff.

(6) **Is the tariff the only publication a household goods carrier needs to use to determine rates?** The commission may adopt other publications that will be used to assess rates. If we do, we will notify tariff subscribers of the change.

(7) **Where may the public view tariffs?** Tariffs are public documents and you must make them available for the public by posting copies at your main office and any billing office. Tariffs are also available for review at our headquarters office.

(8) **How much does a tariff cost?** The cost of tariffs may change periodically depending on our costs for compiling, printing, distributing, and maintaining them. To find out the current cost, you may contact the commission as described in WAC [480-15-060](#).

(9) **Are copies of current or expired tariff pages available?** The commission will supply you with current or expired single tariff pages upon request. Copies of entire expired tariffs, or entire tariffs applicable on a specific date in the past, generally are not available.

[Statutory Authority: RCW [81.04.160](#), [81.04.250](#), [81.28.040](#), [81.80.090](#), [81.80.120](#), [81.80.130](#), [81.80.290](#), [81.80.211](#), and [80.01.040](#). 00-14-010 (General Order No. R-471, Docket No. TV-991559), § 480-15-490, filed 6/27/00, effective 7/28/00. Statutory Authority: RCW [81.04.160](#) and [80.01.040](#). [99-01-077](#) (Order R-454, Docket No. TV-971477), § 480-15-490, filed 12/15/98, effective 1/15/99.]

WAC 480-15-610 What are my responsibilities regarding advertising? (1) You must include your permit number in any advertising of your household goods moving services. Advertising includes, but is not limited to, reference to your services on your vehicles, equipment, and in telephone books, internet, contracts, correspondence, cards, signs, posters, newspapers, and documents which show your name and address.

(2) You may only advertise services authorized by your permit.

(3) You may advertise services you provide as an agent of, or connecting carrier to, another household goods carrier if you include the name and permit number of the other household goods carrier in your advertising.

(4) You must not advertise services or rates and charges that conflict with those in the tariff.

(5) If you violate these advertising rules we may assess a penalty of up to five hundred dollars for each violation, or initiate other administrative action. See WAC [480-15-130](#)(3).

[Statutory Authority: RCW [81.04.160](#) and [80.01.040](#). [99-01-077](#) (Order R-454, Docket No. TV-971477), § 480-15-610, filed 12/15/98, effective 1/15/99.]

WAC 480-15-650 Form of estimates. (1) **When must a household goods carrier provide a written estimate?** If a customer requests an estimate, you must provide a written estimate only after you, or your representative, have visually inspected the goods to be shipped.

(2) **What must a household goods carrier include on a written estimate?** Your written estimate must include the following information:

(a) The name, address and telephone number of the household goods carrier who will perform the service;

- (b) The name, company affiliation, title and telephone number of the person preparing the estimate;
- (c) The name of the customer and the receiver of the goods;
- (d) The complete physical address of the origin, destination and any intermediate stops of the proposed movement;
- (e) The total mileage between the origin and destination, including any intermediate stops;
- (f) The rates on which the estimated charges will be based;
- (g) A list of the articles upon which the estimate is based (inventory);
- (h) The estimated cubic footage for each article;
- (i) The estimated total weight of the shipment, based upon a formula of not less than seven pounds per cubic foot (example: A box one foot by one foot by one foot = seven pounds);
- (j) An itemized statement of all known accessorial services to be performed, articles supplied, and their charges;
- (k) An estimate of the total charges, including transportation and accessorial charges;
- (l) A printed statement on the first page of a nonbinding estimate, in contrasting lettering, and not less than eight-point bold or full-faced type, as follows:

IMPORTANT NOTICE

This nonbinding estimate covers only the articles and services listed. It is not a warranty or representation that the actual charges will not exceed the amount of the estimate. If you request additional services to complete the move or add articles to the inventory attached to this estimate, the household goods mover must prepare a supplemental estimate which will change the amount of the original estimate and may change the rate on which these new charges are based.

Household goods carriers are required by law to collect transportation and other incidental charges computed on the basis of rates shown in their lawfully published tariffs, except as provided below:

- (1) A household goods carrier may not charge more than twenty-five percent more than its written nonbinding estimate for time charges for a local hourly rated move nor can the household goods carrier charge more than fifteen percent more than the written nonbinding estimate for accessorial and other services not related to time, unless the household goods carrier prepares and the shipper signs a supplemental estimate.
- (2) A household goods carrier may not charge more than fifteen percent above your written nonbinding estimate for a long-distance-rated move, unless the household goods carrier prepares and the customer signs a supplemental estimate.

(3) **Must the customer sign the estimate?** Yes, customers must sign the written estimate.

(4) **How long must a household goods carrier keep written estimates?** You must keep a written estimate in your files for at least two years after you conduct the move.

(5) **What if a household goods carrier is unable to provide a written estimate?** If a customer requests a written estimate and you refuse to provide one, you may not conduct that move by agreeing to meet or beat another company's estimate.

[Statutory Authority: RCW [81.04.160](#), [81.04.250](#), [81.28.040](#), [81.80.090](#), [81.80.120](#), [81.80.130](#), [81.80.290](#), [81.80.211](#), and [80.01.040](#). 00-14-010 (General Order No. R-471, Docket No. TV-991559), § 480-15-650, filed 6/27/00, effective 7/28/00. Statutory Authority: RCW [81.04.160](#) and [80.01.040](#). [99-01-077](#) (Order R-454, Docket No. TV-971477), § 480-15-650, filed 12/15/98, effective 1/15/99.]

WAC 480-15-660 Supplemental estimates. (1) **When must a household goods carrier prepare a written supplemental estimate?** You must provide a written supplemental estimate if you have given the customer a written estimate and the circumstances surrounding the move change in any way to cause the rate for service or the estimated charges to increase.

(2) **What rates must a household goods carrier use to prepare a supplemental estimate?** When providing a supplemental estimate you must not apply a higher rate to the articles and services identified in the original estimate. You may choose to use a higher rate for new services or additional articles not included in the original estimate.

(3) **Must the customer sign the supplemental estimate?** Yes, the customer must sign the supplemental estimate or the additional work cannot be performed.

[Statutory Authority: RCW 81.04.160, 81.04.250, 81.28.040, 81.80.090, 81.80.120, 81.80.130, 81.80.290, 81.80.211, and 80.01.040. 00-14-010 (General Order No. R-471, Docket No. TV-991559), § 480-15-660, filed 6/27/00, effective 7/28/00. Statutory Authority: RCW 81.04.160 and 80.01.040. 99-01-077 (Order R-454, Docket No. TV-971477), § 480-15-660, filed 12/15/98, effective 1/15/99.]

WAC 480-15-730 What is the format for bills of lading? You must use the bill of lading format shown in our published tariff.

[Statutory Authority: RCW [81.04.160](#) and [80.01.040. 99-01-077](#) (Order R-454, Docket No. TV-971477), § 480-15-730, filed 12/15/98, effective 1/15/99.]

WAC 480-15-740 Information required on a bill of lading. You must list on the bill of lading all information necessary to determine tariff rates and charges. Any element that you use in determining transportation charges must be clearly shown on the bill of lading. This information includes, but is not limited to:

- (1) The date the shipment was packed, loaded, transported, delivered, unloaded and unpacked;
- (2) The number and size of each type of carton, crate, or container used in packing the customer's goods;
- (3) The exact address at which the shipment, or any part of that shipment, was loaded or unloaded;
- (4) The nature of any special services performed on behalf of the customer;
- (5) The name, address, and total charges of any third party services incurred on behalf of the customer;
- (6) Any special circumstances that entered into the determination of transportation charges (for example: Detours or road conditions that required you to take a circuitous route, thus incurring additional mileage charges);
- (7) The start time, stop time, and any interruptions for each person involved in or on a shipment rated under hourly rates:
 - (a) In lieu of recording each person's start time, stop time, and interruptions on the bill of lading, a carrier may maintain a separate, but complete, record of each person's activities in sufficient detail to verify the proper rates and charges.
 - (b) A carrier must be able to identify, through payroll records, each person involved in a move and provide that information to commission staff on request.
 - (c) In all cases a carrier must record on the bill of lading the start time and stop time of any hourly rated move, and any interruptions in service;
- (8) On any shipments where the customer did not receive a written estimate, you must make a notation on the bill of lading that the customer was given a copy of the brochure "*Your Rights and Responsibilities as a Moving Company Customer.*" The customer must initial on or near your notation on the bill of lading, acknowledging receipt of the information.

[Statutory Authority: RCW [81.04.160](#), [81.04.250](#), [81.28.040](#), [81.80.090](#), [81.80.120](#), [81.80.130](#), [81.80.290](#), [81.80.211](#), and [80.01.040](#). 00-14-010 (General Order No. R-471, Docket No. TV-991559), § 480-15-740, filed

6/27/00, effective 7/28/00. Statutory Authority: RCW [81.04.160](#) and [80.01.040](#). [99-01-077](#) (Order R-454, Docket No. TV-971477), § 480-15-740, filed 12/15/98, effective 1/15/99.]

WAC 480-15-810 What must I do when I receive a complaint or claim? If your shipper files a complaint or claim concerning loss or damage, or your general service operations, or rates and charges, you must:

- (1) Notify the customer, in writing, within ten working days that you have received the claim or complaint;
- (2) Investigate the claim or complaint quickly;
- (3) Advise the shipper of your resolution; and
- (4) If it is a loss or damage claim, pay the claim, refuse the claim, or make a compromise offer within one hundred twenty days.

[Statutory Authority: RCW [81.04.160](#) and [80.01.040](#). [99-01-077](#) (Order R-454, Docket No. TV-971477), § 480-15-810, filed 12/15/98, effective 1/15/99.]

WAC 480-15-820 What must I do if I cannot resolve a claim within one hundred twenty days? If you cannot resolve a loss or damage claim with your shipper within one hundred twenty days, you must, for each sixty-day period until the claim is settled, inform your shipper, in writing, of the reason for your failure to resolve the claim or clearly state your final offer or denial and close the claim.

[Statutory Authority: RCW [81.04.160](#) and [80.01.040](#). [99-01-077](#) (Order R-454, Docket No. TV-971477), § 480-15-820, filed 12/15/98, effective 1/15/99.]

WAC 480-15-830 How long must I keep complaint and claim records? (1) You must keep all papers relating to claim records for loss or damage, concealed or otherwise, for six years.

(2) You must keep all records of complaints in your office for not less than three years after the date of the shipment, or date of resolution, whichever is later.

[Statutory Authority: RCW [81.04.160](#) and [80.01.040](#). [99-01-077](#) (Order R-454, Docket No. TV-971477), § 480-15-830, filed 12/15/98, effective 1/15/99.]

WAC 480-15-840 Are complaint or claim records subject to commission review and in what order must I keep the records? Yes, complaint or claim records are subject to commission review. You must number all complaints and claims consecutively and maintain a complaints and claims register.

[Statutory Authority: RCW [81.04.160](#) and [80.01.040](#). [99-01-077](#) (Order R-454, Docket No. TV-971477), § 480-15-840, filed 12/15/98, effective 1/15/99.]

WAC 480-15-860 What information must be included in the claim or complaint record? You must include, at a minimum, the following information in a claim or complaint record:

- (1) The date the claim or complaint was received;
- (2) The name, address and telephone number of the shipper;
- (3) Detailed information about the dispute;
- (4) Details of any action you have taken in response to the claim or complaint; and
- (5) The date the claim or complaint was resolved and a description of the final disposition.

[Statutory Authority: RCW [81.04.160](#) and [80.01.040](#). [99-01-077](#) (Order R-454, Docket No. TV-971477), § 480-15-860, filed 12/15/98, effective 1/15/99.]

Tariff 15-A

ITEM 75 -- CLAIMS

1. Claims for loss, damage, and overcharge must be filed within nine months of the date the articles are delivered. Claims must be in writing and must contain sufficient information to identify the property involved. A copy of the original ^opaid bill of lading or bill of lading contract must accompany the claim. (TV-000921)
2. Damaged or missing articles that are not identified at the time of delivery must be reported to the carrier as soon as the damage or loss is discovered. The carrier must be allowed reasonable opportunity to inspect the damaged article and its original package.
3. The carrier may require that the customer provide a certified or sworn statement regarding any claim.
4. The carrier may satisfy any claim by:
 - Reimbursing the customer; or
 - Repairing or replacing the property lost or damaged with materials of like kind, quality, and condition.

Item 85 – Estimates

1. All estimates must comply with the provisions of Chapter 480-15 WAC, Part 5.2.
2. Carriers may provide customers with two kinds of estimates:
 - Binding estimates; and
 - Non-binding estimates.
3. A supplemental estimate is to be used whenever there is any change to the move, by the customer, that results in an increase in cost. Supplemental estimates must be issued at the same level of rates as were contained in the original estimate.
4. Estimates must show each applicable rate and charge that will be used to determine the total transportation charge.
5. All estimates must be written. Verbal estimates are prohibited.
6. Whenever a written estimate is provided, all moving companies must give the potential customer a copy of the commission brochure "Your Rights and Responsibilities as a Moving Company Customer."
7. Carriers may design and use their own estimate and supplemental estimate forms. The Commission has not defined either a specific estimate form or a supplemental estimate form. The Commission instead establishes format criteria that must be used by all carriers in designing their own forms. Forms designed and used by carriers must:
 - a. Be printed on paper that is at least 8-1/2 inches by 11 inches in size.
 - b. Be printed in at least 8 point type.
 - c. Contain information that identifies the company name, address, phone number, telefacsimile number(if any), and e-mail address (if any) of the company making the estimate or supplemental estimate.
 - d. Contain information that clearly identifies whether the estimate or supplemental estimate is binding or non-binding.

Contain clearly captioned sections that provide adequate information to the customer so that the customer may make informed choices regarding transportation needs. At a minimum the form must contain the following sections:

- i. Identification of customer – name, phone number, address of shipper, origin of shipment, destination of shipment, shipper’s contact person (if other than customer).
- ii. For hourly-rated shipments, the number of carrier personnel and carrier vans (or trucks) that will be used, and the number of hours each will be involved in the move.
- iii. For mileage-rated shipments, the mileage between origin and destination, the estimated weight of the shipment, and the total transportation cost. Note: If the customer requests additional stops be made, mileage must be figured through those stopping points.
- iv. Overtime.
- v. Services to be provided (stairs, long carry, third party, etc.)
- vi. Valuation charges.
- vii. Storage. (Storage-in-transit, storage-in-vehicle, permanent storage, etc.)
- viii. Packing, unpacking, and containers.
- ix. A summary of charges. The summary must be printed in the right lower quadrant of the form and must be set off by being placed in a box as shown in the following sample:

Summary of Charges	
Moving	\$ _____
Storage.....	\$ _____
Packing/ Unpacking..	\$ _____
Containers....	\$ _____
Services.....	\$ _____
Valuation.....	\$ _____
Other.....	\$ _____

- x. “Remarks” section. This area to be used for special instructions or agreements between carrier and customer.
- xi. Signatures. This section must be in the lower, right-hand portion of the form and must contain the signature of the estimator, the estimator’s title, customer’s signature, and the date signed. See example:

Estimator’s Signature _____

Estimator’s Title _____

Shipper’s Signature _____

Date Signed _____

ITEM 95 -- BILLS OF LADING

1. In compliance with RCW 81.29.020 and WAC 480-15-720 carriers must issue a bill of lading on each shipment of household goods transported.
 - (a) A sample bill of lading form follows the text of this item. Carriers are invited to have this sample bill of lading reproduced, in triplicate, for use on Washington intrastate household goods moves.
 - (b) Carriers are not required to use the sample form, it is provided as a guideline only. Carriers may elect to publish their own forms, provided the information shown in this tariff item is contained on the bill of lading.
 - (c) The information shown below, and on the sample bill of lading, is not required to be shown on a single document. Carriers may elect to divide the material between two or more documents. Carriers electing to do so, however, are required to cross reference the records to one another and must file all documents together to facilitate inspection of bills by Commission regulatory staff to determine that all information required by this tariff item have been included on the documents.

2. **Information That Must Be Included on Uniform Household Goods Bills of Lading:**
 - a. The name, permit number, address, telephone number, and fax number (if any) of the household goods carrier;
 - b. The name, address, and telephone number of the customer;
 - c. The name, address, and telephone number of the consignee;
 - d. The exact location of the origin pickup point, any split pickups, stops to partially load or unload, and the final destination point of the shipment;
 - e. The actual pickup date; and
 - f. A declaration of the length of time the shipper wishes property to be stored (permanent storage or storage in transit). The declaration must state as follows:

<p>STORAGE: If shipment will be placed into storage, the customer must initial option selected.</p> <p>_____ This shipment is to be placed in storage for a period of less than 90 days (storage in transit). ☉I understand that on the 91st day of storage the shipment becomes permanent storage.</p> <p>_____ This shipment is to be placed in storage for more than 90 days (permanent storage).</p>

- g. A declaration of the type of estimate (binding or non-binding) under which the shipment is moving. If the household goods carrier does not offer binding estimates, the language shown below relating to binding estimates may be omitted. The declaration must state:

<p>ESTIMATES: The customer must initial option selected:</p> <p>_____ I did not request a written estimate on this shipment and understand I will be required to pay charges shown on this contract.</p>

<p>_____ I understand this shipment is moving under a binding estimate and that I will be required to pay the amount shown on that estimate.</p> <p>_____ I understand this shipment is moving under a non-binding estimate. NOTE: If the charges shown on this bill 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 percent of the estimated charges and will extend credit for 30 days in which I must pay the remainder due. In no case will I be required to pay more than 115 percent of the estimate (plus any supplements) for mileage-rated shipments, nor more than 125 percent of the estimate plus supplements for hourly-rated shipments.</p>

- h. A section where the customer must select the type of valuation coverage under which the shipment is moving. This section must read as follows:

<p>VALUATION: The customer must initial option selected:</p> <p>_____ Basic value protection. I release this shipment to a value of 60 cents per pound per article, with no cost to me for the protection; or</p> <p>_____ Depreciated value protection. I release this shipment to a value of \$2.00 per pound times the weight of the total shipment; or</p> <p>_____ I declare a lump sum total dollar valuation on this entire shipment of: \$_____ and select the following option:</p> <p>_____ Replacement Cost Coverage with a \$300 Deductible. Declared value must be at least \$3.50 times the weight of this Shipment.</p> <p>_____ Replacement Cost Coverage with no deductible. Declared value must be at least \$3.50 times the weight of this shipment.</p>

- i. **If the shipment will be rated under mileage rates:** The tare, gross, and net weights of the shipment.
- j. **If the shipment will be rated under hourly rates:**
- (a) The time the vehicle left the carrier's terminal and the time it returned to the terminal or was released to go to another customer; and
 - (b) The start time, stop time, and any interruption for each person involved in or on the shipment.
- k. The amount and type of any charges assessed. Each charge must be fully described. Example: the number of each type of packing cartons used, the charge per carton, and total charge for each type of carton must be shown.
- l. Each accessorial service performed, and the charge for that service, must be shown as a separate line item on the bill of lading.
- m. Each advance or third party billing charge must be shown on the bill of lading as a separate line item.
- n. Any item, reason, or circumstance that entered into the determination of the final charges must be shown as a separate line item. Example: If the carrier was required to travel via

other than the regular route between origin and destination due to road closure, this information must be shown on the bill of lading.

- o. A notation that the customer was provided a copy of the brochure "Your Rights and Responsibilities as a Moving Company Customer" or that the customer refused a copy when it was offered.

p. The method of payment of total tariff charges. This section of the bill must state:

PAYMENT: The customer agrees to pay charges, at time of delivery, by:

____ cash ____ money order ____ certified check ____ credit card
 ____ personal check ____ business check ____ debit card

If credit arrangements are made, bill to:
 Name: _____
 Address: _____

ⓈNote: If carrier will never accept personal checks or debit cards, those options may be omitted from the section, or replaced with the term "other." (TV-001242)

ITEM 110 B MILEAGE

1. **ONE-WAY MILES.** Rates in Section 2 are based on one-way miles.
2. **COMPUTING MILEAGE.** Carriers must use the Rand McNally Mileage Guide to determine mileage.

ITEM NO. 155 - ADDITIONAL STOPS

1. Additional stops are when:
 - The carrier loads portions of the shipment at more than one site;
 - The carrier unloads portions of the shipment at more than one site; or
 - The carrier both loads and unloads a portion of the shipment at more than one site.
2. A customer may request that the carrier provide additional stops. The carrier will charge for providing this service. The charge for providing additional stops applies in addition to all other applicable charges.
3. The following rates apply when additional stop service is provided:

Rate per Stop	
Minimum	Maximum
Ⓢ\$29.25	Ⓢ\$48.75

(TV-030620)

4. Transportation charges on shipments for which the carrier provides additional stops will be computed on the basis of the total weight of the entire shipment for the total distance from the origin to the destination, via the additional stops.

Example: A shipment originating in Olympia weighs 3,000 pounds, with a stop in Tacoma, to load 1,000 pounds, is transported to Bellingham.

Properly rated, the transportation charges on the bill would be rated as if 4,000 pounds were shipped from Olympia to Bellingham, plus a charge for the additional stop in Tacoma.

ITEM 175 -- CHARGES FOR USING COMMERCIAL FERRIES AND TOLL BRIDGES

If the carrier must use a commercial ferry or toll bridge, the following charges will apply In addition to all other applicable rates and charges:

- (a) The carrier will pass through to the customer the actual cost of ferry fares/fees. A copy of the ferry fare receipt must be attached to the bill of lading provided to the customer, and the carrier must retain a duplicate copy in its files.
- (b) The carrier will pass through to the customer the actual cost of toll bridge fees. If available, a copy of the toll bridge receipt must be attached to the bill of lading provided to the customer, and the carrier must retain a duplicate copy in its files.
- (c) The carrier must record on the bill of lading the exact time its vehicle and employee(s) are on board a commercial ferry or are waiting in line to board the ferry. The carrier will bill the customer for the time its vehicle and employee(s) are detained waiting in line and the time on board the ferry at the rates shown in Items 230 (Hourly rates) and 235 (Labor charges).

ITEM 195-A -- CONTAINER PRICES

1. Prices are for containers (packing materials) only.
2. If the customer requests delivery or pickup of containers, Item 230 (Hourly Rates) and Item 235 (Labor Charges) will apply.
3. When available, the customer may purchase used containers at 50% of the prices shown below.

Type of Container	Price Per Container	
	Minimum	Maximum
DRUM, DISH-PACK (drum, dish-pack, barrel or other specially designed containers, not less than 5 cu. ft. capacity, used for packing glassware, chinaware, table lamps, or similar fragile articles, with inserts or dividers).....	Ⓢ\$9.61	Ⓢ\$16.01
WASHER PACKING KIT:	Ⓢ\$3.16	Ⓢ\$5.27
CARTONS:		
Less than 3 cu. ft. (not less than 200 lb. Test).....	Ⓢ\$2.00	Ⓢ\$3.33
3 cu. ft. (not less than 200 lb. Test)	Ⓢ\$2.97	Ⓢ\$4.95
4-1/2 cu. ft. (not less than 200 lb. Test).....	Ⓢ\$3.56	Ⓢ\$5.93
6 cu. ft. (not less than 200 lb. Test)	Ⓢ\$4.19	Ⓢ\$6.98
WARDROBE CARTON (not less than 10 cu. ft.)	Ⓢ\$7.56	Ⓢ\$12.60

MATTRESS CARTONS:		
Crib Mattress Carton	Ⓢ\$3.42	Ⓢ\$5.71
Twin Mattress Carton.....	Ⓢ\$6.18	Ⓢ\$10.31
Double Mattress Carton	Ⓢ\$7.70	Ⓢ\$12.84
Queen Mattress Carton	Ⓢ\$8.71	Ⓢ\$14.52
King Mattress Carton	Ⓢ\$12.48	Ⓢ\$20.80
King Box Spring Carton	Ⓢ\$14.36	Ⓢ\$23.73
MIRROR CARTON (corrugated).....	Ⓢ\$7.69	Ⓢ\$12.82
CRATES AND CONTAINERS (other than described above, designed for mirrors, paintings, glass or marble tops, and similar fragile articles):		
Price per cubic foot or fraction (gross measurement of container)	Ⓢ\$1.78	Ⓢ\$2.97
Minimum Charge.....	Ⓢ\$6.08	Ⓢ\$10.13

(TV-030620)

ITEM NO. 200 -- MILEAGE RATES

Mileage rates apply only on shipments moving more than 35 miles. For rates on shipments moving less than 35 miles, see Items 230 (Hourly Rates) and 235 (Labor Charges).

Rates are stated in cents to be charged per pound shipped. To determine actual transportation charges, multiply the weight of the shipment in pounds times the rate and then round the answer to the nearest cent.

Example ⓈA shipment of 8,101 pounds being transported 51 miles results in a transportation charge of between \$861.95 and \$1,436.31, depending on the rate negotiated between customer and carrier.

$$8,101 \text{ pounds} \times .1773 \text{ (maximum rates allowed per pound)} = \$1,436.31 \text{ and}$$

$$8,101 \text{ pounds} \times .1064 \text{ (minimum rate allowed per pound)} = \$861.95$$

- Rates are based on loaded distance. Loaded distance is the distance between the loading point (origin) of the shipment and the unloading point (destination), the distance the carrier's vehicle actually transports the customer's goods.

ITEM 225 - CONTAINER PRICES

- Prices are for containers (packing materials) only.
- If the customer requests delivery or pickup of containers, Item 230 (Hourly Rates) and Item 235 (Labor Charges) will apply.
- When available, the customer may purchase used containers at 50% of the prices shown below.

Type of Container	Price Per Container	
	Minimum	Maximum
DRUM, DISH-PACK (drum, dish-pack, barrel or other specially designed containers, not less than 5 cu. ft. capacity, used for packing glassware, chinaware, table lamps or similar fragile articles, with inserts or dividers)	Ⓢ\$9.64	Ⓢ\$16.06

WASHER SERVICE KIT	Ⓢ\$3.17	Ⓢ\$5.28
CARTONS:		
Less than 3 cubic ft (not less than 200 lb. test)	Ⓢ\$2.00	Ⓢ\$3.33
3 cubic ft (not less than 200 lb. test)	Ⓢ\$2.97	Ⓢ\$4.95
4-1/2 cubic ft (not less than 200 lb. test)	Ⓢ\$3.56	Ⓢ\$5.93
6 cubic ft (not less than 200 lb. test)	Ⓢ\$4.19	Ⓢ\$6.98
WARDROBE CARTON (less than 10 cubic ft.)	Ⓢ\$7.56	Ⓢ\$12.60
MATTRESS CARTONS:		
Crib Mattress Carton	Ⓢ\$3.42	Ⓢ\$5.71
Twin Mattress Carton	Ⓢ\$6.18	Ⓢ\$10.31
Double Mattress Carton	Ⓢ\$7.70	Ⓢ\$12.84
Queen Mattress Carton	Ⓢ\$8.71	Ⓢ\$14.52
King Mattress Carton	Ⓢ\$12.48	Ⓢ\$20.80
King Box Spring Carton	Ⓢ\$14.36	Ⓢ\$23.93
MIRROR CARTON (corrugated)	Ⓢ\$7.69	Ⓢ\$12.82
CRATES AND CONTAINERS , <i>other than described above (designed for mirrors, paintings, glass or marble tops, and similar fragile articles):</i>		
Price per cubic foot or fraction (<i>gross measurement of container</i>)	Ⓢ\$1.78	Ⓢ\$2.97
Minimum charge	Ⓢ\$6.08	Ⓢ\$10.13

(TV-030620)

ITEM NO. 230 - HOURLY RATES

1. Hourly rates apply:
 - (a) On shipments where the loaded distance is 35 miles or less; or
 - (b) When referred to by another item of the tariff.

Note: For moves longer than 35 miles, see Item 200 (Mileage Rates).

2. Rates shown in this item apply for the vehicle and driver. See Item 235 (Labor Charges) if additional carrier personnel are involved in the move. Charges for the driver are computed at the same charges as those in Item 235 (Labor Charges), with the balance being the charge for use of the vehicle.
3. Hourly rates apply during regular hours only. For other than regular hours, overtime charges will apply in addition to these hourly rates. See Item 220 for overtime rates.
4. Time must be recorded to the nearest increment of 15 minutes. The carrier must require its employees to record breaks and interruptions. The customer must not be charged for those breaks and/or interruptions.
5. The minimum charge for a shipment moving under hourly rates is one hour.
6. When a single shipment is being transported, the carrier will bill the customer for the time beginning when the moving vehicle leaves the carrier's terminal, or other location of the vehicle,

whichever is closest to the origin of the shipment, until the time the vehicle returns to the carrier's terminal or is dispatched to another job.

7. When two or more shipments are being transported on a single vehicle, the time charged to each customer must be:
 - (a) The actual time spent conducting packing, loading, unloading and unpacking; plus
 - (b) An equitable division of the total travel time.

Appendix B

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RECEIVED
DISTRIBUTION CENTER
2005 JAN 31 AM 8:46
STATE OF WASH.
UTC

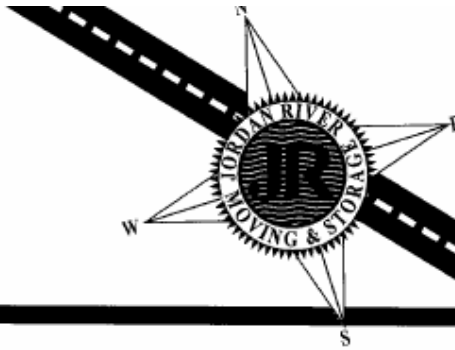
Response for the Business Practices Audit Report conducted by



Washington Utilities and Transportation Commission

**JORDAN RIVER
MOVING & STORAGE**

11801 NE 116th St. Suite A
Kirkland, WA 98034
425-450-0808
206-236-0808
425-814-8411 Fax
jordanriver@jordanrivermoving.com
www.jordanrivermoving.com



Fully Licensed and Insured
HG-11884
DOT-901418
MC-391125-C

January 21, 2005

Ms. Betty Young
Washington Utilities and Transportation Commission
1300 South Evergreen Park Drive SW
P.O. Box 47250
Olympia, WA 98504-7250

Dear Ms. Young:

As requested by the Washington Utilities and Transportation Commission, Jordan River Moving & Storage Inc has provided a compliance plan to address each specific recommendation made by the commission in regards to the 2004 Business Practice Investigations Audit. While Jordan River Moving & Storage Inc fully intends to comply with all of the recommendations submitted in the audit, we do have several questions and concerns pertaining to the day to day operation of our business. They are as follows:

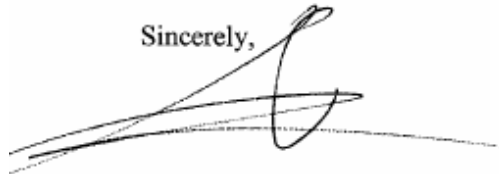
1. For local moves, there are some materials such as white paper and mattress bags that we must use to provide our customers with superior service. Since these charges are not allowed in the current tariff, what can we do to pass along these charges to the customer?
2. Jordan River charges our customers a flat travel time to and from our office in Kirkland. We do this to eliminate any situations where traffic may come into play. If we were to charge actual travel time and our truck was to be stuck in traffic for an extra hour, we would have to bill that extra hour to our customer. This is something that Jordan River does not want to happen. We would like to discuss some alternate options to avoid this scenario.
3. We are very confused regarding the Intrastate SIT tariff charges. We have sent a previous email pertaining to this issue. The way the tariff reads, we must charge a customer for a mileage rated move into SIT, and then another mileage rated move

from SIT to the destination. This would seem that SIT would be a “destination”, even though the tariff reads that SIT is not a destination. Also, if a move was to be done from Spokane to Seattle with SIT at our warehouse in Kirkland, would we still charge the second leg of the move as a mileage rated move?

4. Roger Kouchi in a previous letter informed us that we must weigh a binding estimate for any intrastate move. Since the actual weight of a binding move is not taken into consideration regarding final cost, why must we include the tare and gross weight on the bill of lading for a binding estimate?

We would like to request a meeting with Ms. Betty Young and Ms. Vicki Elliot to discuss the questions stated above. Jordan River Moving & Storage looks forward to working with the Washington Utilities and Transportation Commission to ensure we provide exemplary service to our customers while being in full compliance with all tariffs, policies, and procedures. If you have any other questions or require additional information, please contact us at 1-877-611-0808.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sean Joseph', with a large, stylized flourish extending from the end of the signature.

Sean Joseph

Audit Report Responses

Ms. Betty Young

Page 4

1/28/2005

Jordan River must ensure that its permit number is listed in every means of correspondence showing the carrier's name and address.

Response: Jordan River will immediately reprint any correspondence missing our permit number and include that number on all future documents.

Jordan River, on the written estimate, must include the title of the person preparing the estimate.

Response: Jordan River will immediately begin including the name and title of the person preparing the estimate.

Jordan River, on the written estimate, must ensure that the complete physical address of the origin, destination, and any intermediate stops of the proposed movement are listed.

Response: Jordan River will immediately begin including the physical address of the origin, destination, and any intermediate stops when available to us. Some destination addresses are not available until a later date. When this is the case, we will add the address as soon as we are given that information.

Jordan River must provide a list of articles upon which each written estimate is based (inventory).

Response: Jordan River already provides a list of articles with every written estimate we prepare.

Jordan River must require the customer to sign the written estimate.

Response: Jordan River will immediately request the customer to sign the written estimate, but will never require the customer to sign the written estimate against their own will.

Ms. Betty Young

Page 5

1/28/2005

Jordan River, on the written estimate, must use the overtime section of the form to record overtime.

Response: Jordan River will immediately use the overtime section on the form to record overtime by our workers

Jordan River must provide a written estimate only after the company or the company's representative has visually inspected the goods to be shipped.

Response: Jordan River will immediately only provide a written estimate after the goods to be shipped have been visually inspected by the company's representative.

Jordan River must keep written estimates for at least two years after conducting a move.

Response: Jordan River will immediately keep all written estimates for at least two years after conducting a move.

Jordan River, if actual charges exceed estimated charges, must release the shipment to the customer when the customer pays 110% of the estimated charges. Jordan River must then allow the customer at least 30 days to pay the remaining balance.

Response: Jordan River always releases shipments to our customers before receiving payment therefore Jordan River is in full compliance with this policy

Jordan River on the bill of lading must ensure that the company's driver signs the bill, indicating receipt of the goods from the customer.

Response: Jordan River will immediately have our drivers sign the bill of lading, indicating receipt of the goods from the customer.

Ms. Betty Young

Page 6

1/28/2005

Jordan River, on the bill of lading, must ensure that a customer who has not received a written estimate has initialed indicating either that the customer received or declined a copy of the brochure, "Your Rights and Responsibilities as a Moving Customer."

Response: Jordan River will immediately ensure that all customers who have not received a written estimate initial indicating either that the customer received or declined a copy of the brochure, "Your Rights and Responsibilities as a Moving Customer."

Jordan River must ensure that the customer selects a valuation option and makes the appropriate notation on the bill of lading before the company loads the customer's goods.

Response: Jordan River already ensures that every customer selects a valuation option on the bill of lading before we load the customer's goods. The foreman goes over this information and requires the customer to select an option on the bill of lading before loading any goods.

Jordan River, on the bill of lading, must list the name of the consignee

Response: Jordan River will immediately list the name of the consignee on all bills of lading.

Jordan River, on the bill of lading, must list the exact address at which the shipment, or any part of that shipment, was loaded or unloaded, including the origin pickup point, any split pickups, stops to partially load or unload, and the final destination point of the shipment.

Response: Jordan River when available to us, will list all addresses at which the shipment, or any part of that shipment, was loaded or unloaded, including the origin pickup point, any split pickups, stops to partially load or unload, and the final destination point of the shipment. If the customer cannot provide this information to us when writing the bill of lading, Jordan River will add it when it comes available.

Jordan River, on the bill of lading, must ensure that the customer has selected and initialed the type of valuation coverage under which the shipment is moving.

Response: Jordan River will immediately, on the bill of lading, ensure that the customer has selected and initialed the type of valuation coverage under which the shipment is moving.

Ms. Betty Young

Page 7

1/28/2005

Jordan River must not charge fees for new or used containers as listed in the tariff. The company may not provide boxes free of charge. When available, the customer may purchase used containers at 50% of the prices shown in the tariff.

Response: Jordan River will immediately not charge fees for new or used containers as listed in the tariff. The company may not provide boxes free of charge. When available, the customer may purchase used containers at 50% of the prices shown in the tariff.

Jordan River must not charge for items not listed in the tariff, such as white paper, blankets, tape, and mattress covers.

Response: Jordan River will immediately not charge for items not listed in the tariff, such as white paper, blankets, tape, and mattress covers.

Jordan River must not charge customers for employee breaks and/or interruptions.

Response: Jordan River currently does not charge customers for employee breaks and/or interruptions.

Jordan River must charge a one-hour minimum on hourly-rated moves.

Response: Jordan River will immediately charge a one-hour minimum on hourly-rated moves.

Jordan River, on an hourly-rated move, must bill the customer for the time beginning when the moving vehicle leaves the carrier's terminal until the time the vehicle returns to the carrier's terminal or is dispatched to another job.

Response: Jordan River will immediately, on an hourly-rated move, must bill the customer for the time beginning when the moving vehicle leaves the carrier's terminal until the time the vehicle returns to the carrier's terminal or is dispatched to another job.

Ms. Betty Young

Page 8

1/28/2005

Jordan River must charge the rates and charges contained in the tariff unless the Commission has approved, in writing, deviations from the tariff.

Response: Jordan River will immediately charge the rates and charges contained in the tariff unless the Commission has approved, in writing, deviations from the tariff.

Jordan River must use the Rand McNally Mileage Guide to determine mileage.

Response: Jordan River currently uses the Rand McNally Mileage guide to determine mileage.

Jordan River must charge tariff rates for each stop on a move.

Response: Jordan River will immediately charge tariff rates for each stop on a move.

Jordan River must pass through to the customer the actual cost of ferry fares/fees.

Response: Jordan River will immediately pass through to every customer the actual cost of ferry fees.

Jordan River must record on the bill of lading the exact time its vehicle and employee(s) are aboard a commercial ferry or are waiting in line to board the ferry, and bill the customer appropriately for this time.

Response: Jordan River will immediately record on the bill of lading the exact time its vehicle and employee(s) are aboard a commercial ferry or are waiting in line to board the ferry, and bill the customer appropriately for this time.

Jordan River must only apply mileage rates on shipments moving more than 35 miles.

Response: Jordan River currently only applies mileage rates on shipments moving more than 35 miles. Jordan River applies hourly rates on all shipments moving 35 miles or less.

Ms. Betty Young

Page 9

1/28/2005

Jordan River, if the customer has requested a written estimate, must ensure that the customer has properly initialed the type of estimate (binding or non-binding) under which the shipment is moving on the bill of lading.

Response: Jordan River will immediately, if the customer has requested a written estimate ensure that the customer has properly initialed the type of estimate (binding or non-binding) under which the shipment is moving on the bill of lading.

Jordan River must maintain complaint records as required in the rules.

Response: Jordan River will immediately maintain complaint records as required in the rules.

Jordan River must notify the customer of the receipt of the customer's claim, in writing, with in ten working days of the receipt of the claim.

Response: Jordan River will immediately notify the customer of the receipt of the customer's claim, in writing, with in ten working days of the receipt of the claim.

Jordan River must advise the customer of the resolution of the claim.

Response: Jordan River will immediately begin to advise the customer of the resolution of the claim.

Jordan River must, if there is a loss or damage claim, pay the claim, refuse the claim, or make a compromise offer within 120 days.

Response: Jordan River will immediately begin if there is a loss or damage claim, pay the claim, refuse the claim, or make a compromise offer within 120 days.

Ms. Betty Young

Page 10

1/28/2005

Jordan River must, if the company cannot resolve a loss or damage claim within 120 days, for each 60-day period until the claim is settled, inform the customer in writing of the reason for the company's failure to resolve the claim or clearly state the company's final offer or denial and close the claim.

Response: Jordan River will immediately begin to inform the customer in writing of the reason for the company's failure to resolve the claim or clearly state the company's final offer or denial and close the claim, if we cannot resolve a loss or damage claim within 120 days, for each 60-day period until the claim is settled.

Jordan River must number all claims consecutively.

Response: Jordan River will immediately begin to number all claims consecutively.

Appendix C



STATE OF WASHINGTON

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

May 18, 2005

Kobi Bracha, President
Jordan River Moving & Storage, Inc.
11801 NE 116th Street
Kirkland, WA 98034

Dear Mr. Bracha:

In June 2004, Business Practices Investigations Staff conducted an audit of Jordan River Moving & Storage, Inc. (Jordan River). The purpose of the audit was to review company records, policies, processes, and complaints filed at the Commission by customers of Jordan River. Staff used this information to evaluate the company's business practices and to determine how those practices complied with Commission laws and rules relating to household goods carriers.

In December 2004, Staff provided Jordan River with an audit report that identified specific areas of non-compliance with Commission rules, along with recommendations for coming into compliance in each area. In response, Jordan River provided a compliance plan that explained what actions the company intended to take, including an estimated completion date, to come into compliance with each issue identified.

The Commission is conducting a final check of Jordan River's records to ensure that the company is following its compliance plan. Accordingly, please provide the following information and/or documents:

For every intrastate residential move performed from April 1 through April 30, 2005, please provide all supporting documents related to each customer's move, including, but not limited to: the bill of lading, estimate, supplemental estimate, certified scale weight slips, any record that documents the constructive weight of the shipment, inventory records, commercial ferry receipts, all documents related to the storage of goods in transit, etc.

Jordan River Moving & Storage, Inc.

May 18, 2005

Page 2

Please respond with the requested documents, papers, and information no later than June 16, 2005. The information should be sent to Betty Young, Compliance Specialist, Business Practices Investigations Section. Ms. Young can be reached at 360-664-1202, or by e-mail at byoung@wutc.wa.gov.

Sincerely,



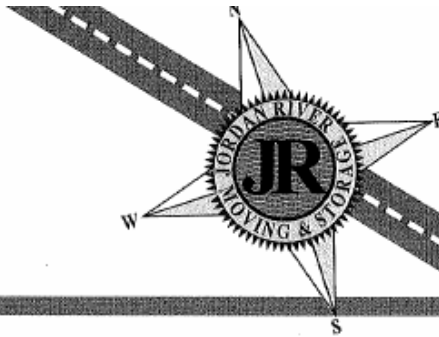
Carole J. Washburn

Executive Secretary

Appendix D

JORDAN RIVER MOVING & STORAGE

11801 NE 116th St, Suite A
Kirkland, WA 98034
425-450-0608
206-236-0608
425-814-8411 Fax
jordanriver@jordanrivermoving.com
www.jordanrivermoving.com



Fully Licensed and Insured
HG-11884
DOT-901418
MC-391125-C

June 16, 2005

Betty Young, Compliance Specialist
Washington Utilities and Transportation Commission
1300 S. Evergreen Park Dr. S.W.
P.O. Box 47250
Olympia, WA 98504-7250

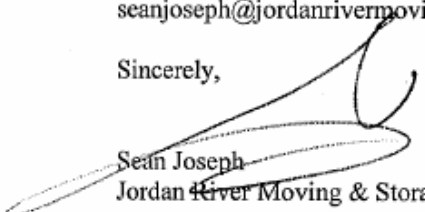
Dear Ms. Young,

We at Jordan River Moving & Storage Inc are taking every step to comply with procedures as discussed at the time of our audit. I am providing you with all documents for all the intrastate moves performed from April 1st thru April 30 2005 by our company. As you will be able to see from our records, our in-home visual estimator has made it a standard practice to ask the customer to sign the written estimate that he has provided for them. The visual estimator has also made it practice not to write in extra charges for travel time or materials such as tape and/or white packing paper to be used.

We also have implemented that rule with the foremen of not charging extra for tape and/or white packing paper on the Bill of Lading. As for travel time we have taken steps, and will continue to take even more steps of breaking foremen of the habit of charging extra for the travel time. With some foreman having a long-standing habit of charging for this, and also having some new foreman who are still being trained we know there are still mistakes being made in this area. As of today we are going to take extra steps to comply with this procedure and hope that this issue will be fixed ASAP.

I am sure you will see that we have made a lot of progress in making our practices comply with Commission laws and rules relating to household goods carried. If you have any questions please feel free to contact me at 425-450-0808, or by email at seanjoseph@jordanrivermoving.com.

Sincerely,


Sean Joseph
Jordan River Moving & Storage Inc

Appendix E

From:	"Milena" <milena@jordanrivermoving.com>
To:	I
Subject:	Quote for your move
Date:	Fri, 24 Jun 2005 17:25:35 -0700

Dear _____ :

Your upcoming move from Kirkland to Bothell is very important to us at Jordan River Moving & Storage. We strive to consistently exceed customer expectations on each and every move. I am looking forward to working closely with you, to help coordinate your move and provide support from start to finish.

Based upon the information you filled out online I recommend sending 1 truck and 3 men at the rate of \$125.00 per hour. We have a 2-hour minimum and charge to the nearest quarter hour thereafter. With the amount of inventory listed I would estimate the time it would take to complete your move around 6-7 hours.

We charge from the time our movers arrive at your home until the movers finish up at your new home and then we add a half hour flat travel time charge for the time to and from our office. The only additional charges would be for any materials such as boxes or tape.

To let you know a little bit about our service we wrap all of your furniture in padded moving blankets in order to protect your items. The wrapping is done inside of your home and not unwrapped until once inside of your new home in order to protect your items. We disassemble and reassemble most furniture items, so long as special tool are not necessary. I look forward to working with you on your upcoming move. Feel free to email me at milena@jordanrivermoving.com or call me toll free (877) 611-0808 to further discuss your moving needs.

Your REF# is _____

Thank you for your time,

Milena
Jordan River Moving & Storage

<http://www.jordarnrivermoving.com>

Appendix F

Hi Betty, I was the sales person for Mr. Engel # M-9069 and I apologize that I put in the information incorrectly on his file. I determined his price using the Washington Tariff 15-A based upon weight and mileage. I then put the information into our Interstate HHG Tarriff 400N to determine the fuel, origination/destination fee and IRR Surcharge. The prices are used on our Interstate moves and I accidentally put them on the Intrastate move. I made a mistake and the customer was not charged more than he should have been, all the charges equaled the same amount that I determined using the Tariff 15-A. My dispatcher brought the mistake to my attention but it wasn't until the truck had already left. Should you have any questions I would be happy to explain this.

Thank you,
Wendy
Sales Representative

Appendix G

Route Summary SEATTLE,WA to POULSBO,WA

Origin: SEATTLE,WA
Destination: POULSBO,WA
Driving Distance: 20 miles
Driving Time: Not applicable
Route Type: HHG Audit Route

**HHG Mileage
SEATTLE,WA to POULSBO,WA**

Location	Miles	County
SEATTLE,WA		KING
POULSBO,WA	20	KITSAP
Total	20	