



Investigation Report

Metropolitan Movers, Inc. DBA The Family Movers

TV-101791

Rayne Pearson
Compliance Investigations

December 2010

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PURPOSE, SCOPE AND AUTHORITY

Purpose

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

Scope

The scope of the investigation focuses on the intrastate transportation of household goods in Washington by Metropolitan Movers for the months of April through October 2010, and the company's compliance with state laws and commission rules during that period.

Authority

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

Staff

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EXECUTIVE SUMMARY

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

- Failure to use a proper estimate format and failure to accurately complete its estimate forms in violation of WAC 480-15-630 and Tariff 15-C, Item 85.
- Failure to use a proper bill of lading format, including contract terms and conditions, in violation of WAC 480-15-710 and Tariff 15-C.
- Failure to properly complete bills of lading in violation of WAC 480-15-710 and Tariff 15-C.
- Failure to follow the terms, conditions, rates and all other requirements imposed by Tariff 15-C in violation of WAC 480-15-490(3).

Recommendation

Staff reviewed business records for 50 moves performed by Metropolitan Movers between April and October 2010, and recommends a total penalty of \$1,500 for the following violations:

- For two violations of WAC 480-15-710, staff recommends a penalty of \$100 per violation, for a total penalty of \$200.
- For 13 violations of WAC 480-15-490(3), staff recommends a penalty of \$100 per violation, for a total penalty of \$1,300.

Additionally, staff recommends that Metropolitan Movers attend commission-conducted rule and tariff training on January 19, 2011, in Olympia. Staff also recommends that Metropolitan Movers closely review this report because it provides valuable technical assistance in each of the areas that need improvement, including the format and completion of estimates, the format and completion of bills of lading, and the calculation and recording of charges on bills of lading.

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

BACKGROUND

Company History

Metropolitan Movers has held common carrier authority with the commission since 1982. On January 15, 1999, the company's common carrier permit was automatically transferred to permanent household goods authority, permit number HG-005966, in Docket No. TV-971477.

Metropolitan Movers was incorporated in the state of Washington in 1956. Jack Cronkhite is the president and 50 percent owner; Ann Cronkhite is vice-president/shareholder and 50 percent owner; and Ron Cronkhite is CEO.

Company Information

Since 1999, when the commission automatically transferred the company's permanent authority to household goods carrier, two consumers have filed complaints against the company, one of which was company upheld.

On November 29, 2005, in Docket No. TV-051482, a Complaint and Order to Show Cause was issued against Metropolitan Movers for failure to pay regulatory fees and failure to file a 2004 annual report. A penalty assessment of \$100 was issued in Docket No. TV-052020. Metropolitan Movers filed its annual report and paid its regulatory fees in full on December 14, 2005, and the \$100 penalty was fully mitigated. In the company's request for mitigation, staff found that Metropolitan Movers was using a trade name, Metropolitan Family Movers, Inc., that was not registered with the commission in violation of WAC480-15-390. Staff also found that Metropolitan Movers failed to include its permit number on its letterhead in violation of WAC 480-15-610. Staff issued a compliance letter addressing those two issues.

In response to the compliance letter, Metropolitan Movers filed an application to add the trade names "Metropolitan Family Movers" and "The Family Movers," both of which were approved by the commission on March 13, 2006, in Docket No. TV-060388.

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

Reporting Year	Date Filed	Revenue
2007	May 5, 2008	\$465,442.43
2008	May 6, 2009	\$234,944.17
2009	May 5, 2010	\$301,072.00

Previous Consumer Complaints

On February 24, 2006, a consumer filed a complaint with the commission against Metropolitan Movers (complaint 96010). At the conclusion of the complaint investigation, staff cited nine rule violations and provided technical assistance for each, as follows:

WAC 480-15-490(5)	Failure to comply with Tariff 15-A, three violations: 1) failure to record the customer's method of payment; 2) failure to describe a \$10 charge listed on the bill of lading; and 3) requiring the customer to sign a high-risk release form, which was not authorized by Tariff 15-A.
WAC 480-15-490(5)	Failure to charge rates in compliance with Tariff 15-A, two violations: 1) an unauthorized \$10 charge for sofa bags, mattress bags, and stretch wrap, which is not included in Tariff 15-A; 2) an unauthorized fuel surcharge, which was not included in Tariff 15-A.
WAC 480-15-650(1)	Failure to provide only one estimate. Company included three different estimated amounts on the same estimate.
WAC 480-15-650(1)(b)	Failure to include on the estimate the company affiliation, title and telephone number of the person preparing the estimate.
WAC 480-15-740(1)	Failure to include the date the shipment was packed, loaded, transported delivered, unloaded, and unpacked on the bill of lading.
WAC 480-15-740(3)	Failure to include the exact address where the shipment was unloaded.

A copy of complaint 96010 is attached as Appendix A.

Investigation

Staff initiated this investigation into the business practices of Metropolitan Movers based on a routine review of permitted carriers.

INVESTIGATION

Data Request

On September 17, 2010, staff requested the following records and information from Metropolitan Movers:

1. For every residential move performed within the state of Washington from April 1, 2010, through June 30, 2010, please provide all supporting documents related to each customer's move, including, but not limited to, the bill of lading, estimate, supplemental estimate, inventory records, weight slips, and all documents related to temporary storage of the goods.
2. A copy of the company's customer complaint and claims register, listing all complaints and claims received from April 1, 2010, through June 30, 2010, and including all documents related to each complaint and claim.

A copy of the data request is attached as Appendix B.

Staff requested a response from Metropolitan Movers by October 1, 2010. On October 1, staff received records for 22 moves performed between April 1 and June 30, 2010. That same day, staff requested additional records to ensure that adequate data was available for analysis. On October 15, Metropolitan Movers provided records for 28 additional moves. Metropolitan Movers reported no complaints or damage claims for the period of April 1 through June 30, 2010.

Staff used the documents and information related to the 50 moves furnished from this data request, as well as complaint 96010, to conduct its investigation of the company's business practices. All of the moves reviewed were local, or hourly-rated.

2008 RULES AND TARIFF

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

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

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

To assist permitted companies with understanding and implementing these changes, the commission provided rule and tariff training sessions for all interested parties in three locations around the state during the spring of 2008. The commission has held several trainings at its Olympia headquarters. The commission notified all permitted carriers of the training. Neither Ron Cronkhite nor any staff of Metropolitan Movers attended the training.

ESTIMATES – FORMAT AND COMPLETION

Investigation

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

For each of the 50 moves reviewed, the company used incorrect estimate forms. These forms did not include the following information, as required by rule and tariff:

- A space for the customer to sign or initial that the customer received the brochure “Your Guide to Moving in Washington State.”
- A section for recording overtime hours and associated charges.
- A section for recording third-party or accessorial services and associated charges.
- A complete valuation section for charges for loss or damage protection coverage. While valuation options are listed, explanations for each option are not provided as required by Tariff 15-C, Item 85.
- A separate section for recording charges for storage.
- Information required for nonbinding estimates regarding release of shipment and payment.
- A section indicating the forms of payment the carrier will accept.

A copy of the estimate form used by Metropolitan Movers is attached as Appendix C.

In addition, the estimate forms were not completed correctly. Staff found the following violations of Tariff 15-C, Item 85 on the estimate forms reviewed:

- On each of the 50 estimates reviewed, the company failed to obtain the customer’s initials next to the chosen valuation option.
- On each of the 50 estimates reviewed, the company failed to obtain the estimator’s signature.
- On the estimate for customer Ballantine, the hourly rate of \$128, which appears on the bill of lading, is not listed, nor is the estimated number of hours.

Finally, the estimate form used by Metropolitan Movers contained a section entitled “Understand Your Quote” that contained the following inaccuracy: “Per Washington Utilities and Transportation Commission (UTC) tariff, local move charges to include total move time + total travel time, terminal to terminal in ¼ hour increments, with 3 hr. min., 4 hr. min. on weekends.” Tariff 15-C, Item 230(7) provides that carriers will charge a minimum of one hour Monday through Friday between 8:00 a.m. and 5:00 p.m., and four hours outside weekday business hours and on weekends. A three-hour minimum charge on weekdays violates Tariff 15-C.

Supplemental Estimates

Metropolitan Movers issued supplemental estimates for 15 of the 50 moves reviewed. For each of these 15 moves, expired versions of commission-approved estimate forms developed by the Washington Movers Conference were used. The supplemental estimate forms used by Metropolitan Movers contained the following inaccuracies:

- **Payment Requirements:** Metropolitan Movers used a supplemental estimate that included an inaccurate statement that the customer would not be required to pay more than 115 percent of the estimate for mileage-rated moves. There is no option in the tariff allowing for a 115 percent cap on payments for long distance moves. All customers may not be required to pay more than 125 percent of the estimate, regardless of whether the move is hourly or mileage rated.
- **Valuation:** Metropolitan Movers used a supplemental estimate form that included incorrect loss and damage protection (valuation) amounts. The supplemental estimate form included a depreciated value protection released to \$2 per pound, and replacement cost coverage released to “at least \$3.50 per pound.” Both violate the tariff valuation options.

Findings

For each of the 50 moves reviewed, Metropolitan Movers failed to use a proper estimate format and failed to properly complete its estimate forms in violation of WAC 480-15-630 and Tariff 15-C, Item 85. In addition, Metropolitan Movers provided inaccurate information on its estimates regarding minimum charges, and used a supplemental estimate form that contained inaccurate information regarding payment requirements and valuation options.

Recommendation

Metropolitan Movers must provide a properly completed estimate to each customer prior to moving the customer’s goods. The estimate form must include all information required by WAC 480-15-630 and Tariff 15-C. An updated version of the form used by Metropolitan Movers for supplemental estimates should be used for both initial and supplemental estimates. The updated version of this form is available on the commission’s website at www.utc.wa.gov/mover. Additionally, Metropolitan Movers may not state on its estimate that it charges a three hour minimum on weekdays, nor may it impose a three hour minimum on its customers. Staff considers this investigation as the company’s technical assistance regarding estimate format and estimate completion. If future violations are found, staff may recommend penalties or take other enforcement action.

ESTIMATES – CUBE SHEETS

Investigation

Tariff 15-C, Item 85(2)(g) requires, with each estimate, “a household goods cube sheet.” A cube sheet, or table of measurements, is an inventory of the items upon which the estimate is based, and lists the estimated cubic footage for each item. A cube sheet must be filled out before estimated costs for services can be given.

Metropolitan Movers failed to complete and provide cube sheets for each of the 50 moves performed during the review period. Although inventory lists were completed for six of the 50 moves, the lists were created to inventory the customers’ goods for storage rather than for estimating the cost of the move itself.

Findings

Metropolitan Movers failed to issue cube sheets in connection with each of the 50 moves reviewed in violation of WAC 480-15-630 and Tariff 15-C, Item 85(2)(g).

Recommendation

Metropolitan Movers must provide a cube sheet in connection with each move. A cube sheet is an inventory of the items upon which the estimate is based, and the estimated cubic footage for each item. A commission-approved cube sheet inventory (table of measurements) can be found on the commission’s website at www.utc.wa.gov/mover. Staff considers this investigation as the company’s technical assistance regarding cube sheets. If future violations are found, staff may recommend penalties or take other enforcement action.

BILLS OF LADING – FORMAT

Investigation

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

The bill of lading used by Metropolitan Movers for 49 of the 50 moves performed during the review period violated the format requirements of Tariff 15-C, Item 95, as described below:

- **Estimates:** Metropolitan Movers used a bill of lading that included an estimate acknowledgement option that stated “I [customer] did not request a written estimate on this shipment and understand I will be required to pay charges shown on this contract.” Metropolitan Movers may not state on its bill that customers can “opt out” of receiving an estimate. Household goods companies are required to provide a written estimate to the customer before conducting each and every move. On one estimate, customer Bauer initialed the “opt out” option.
- **Payment Requirements:** Metropolitan Movers used a bill of lading that included an inaccurate statement that the customer would not be required to pay more than 115 percent of the estimate for mileage-rated moves. There is no option in the tariff allowing for a 115 percent cap on payments for long distance moves. All customers may not be required to pay more than 125 percent of the estimate, regardless of whether the move is hourly or mileage rated.
- **Valuation:** Metropolitan Movers used a bill of lading that included incorrect loss and damage protection (valuation) amounts. The bill of lading included a depreciated value protection released to \$2 per pound, and replacement cost coverage released to “at least \$3.50 per pound.” Both violate the tariff valuation options.
- **Contract Terms and Conditions:** Because Metropolitan Movers is using an outdated bill of lading form, it presumably does not contain the contract language required by Tariff 15-C, Item 95. Metropolitan Movers did not supply a copy of the back of its bills of lading.

A copy of the bill of lading form used by Metropolitan Movers is attached as Appendix D.

Findings

Metropolitan Movers violated WAC 480-15-710 and Tariff 15-C, Item 95 when it issued improper bills of lading for 49 of the 50 moves performed during the review period.

Recommendation

Metropolitan Movers must provide a properly formatted bill of lading for every move. The bill of lading form must include all information required by Tariff 15-C, Item 95. A commission-approved bill of lading can be found on the commission’s website at

Metropolitan Movers, Inc. d/b/a The Family Movers 2010 Investigation Report

www.utc.wa.gov/mover. Staff considers this investigation as the company's technical assistance regarding bill of lading format. If future violations are found, staff may recommend penalties or take other enforcement action.

BILLS OF LADING – COMPLETION

Investigation

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

Staff reviewed the 50 bills of lading Metropolitan Movers issued for household goods moves during the review period and found that Metropolitan Movers consistently fails to complete its bills of lading in compliance with commission rules and Tariff 15-C, Item 95, as described below:

- **Start Times, Stop Times and Interruptions:** Metropolitan Movers failed to consistently record interruption times. Although employees worked for five or more consecutive hours, meal periods and breaks were not recorded as interruption times on the bills of lading. Because staff assumes that Metropolitan Movers employees took meal breaks as required by law, the company improperly billed customers for interruption times during 19 moves. (See summary in Appendix E).
- **Form of Payment:** Metropolitan Movers failed to indicate the customer's form of payment on the bills of lading for each of the 50 moves reviewed.
- **Identification of Charges for Materials and Additional Services:** Metropolitan Movers failed to identify lump sum charges for unspecified "materials" on the bills of lading for 49 of the 50 moves reviewed.
- **Customer Choice for Storage:** For each of the six moves where storage was provided, Metropolitan Movers failed to obtain the customer's initials next to the customer's selection of storage options on the bill of lading, as required by Tariff 15-C, Item 100(2)(a).

Past Technical Assistance

The investigation of commission consumer complaint 96010 in 2006 included violations for failing to record the customer's method of payment and failing to clearly identify charges for materials.

Findings

Staff finds that Metropolitan Movers violated WAC 480-15-710 and Tariff 15-C, Item 95, when it did not properly complete the bill of lading to include interruption times for the 19 moves identified in Appendix E. Additionally, staff finds that Metropolitan Movers violated WAC 480-15-710 and Tariff 15-C, Item 95, when it failed to indicate the customer's form of payment on the bill of lading for each of the 50 moves reviewed, failed to properly identify charges for materials and additional services on the bills of lading for 49 of the 50 moves, and failed to obtain customer choice for storage on the bill of lading for each of the six moves where storage was provided.

Recommendation

Penalty: Staff recommends a penalty of \$100 for each of the repeat violations identified in complaint 96010: failing to record the customer's method of payment, and failing to clearly identify charges for materials, for a total penalty of \$200.

General: Metropolitan Movers must properly complete the bill of lading for every move, including form of payment and customer choice for storage, as required by WAC 480-15-710 and Tariff 15-C, Item 95. Staff considers this investigation as the company's technical assistance regarding completion of the bill of lading with respect to recording interruption times and customer choice for storage. If future violations are found, staff may recommend penalties or take other enforcement action.

TARIFF RATES AND CHARGES

Investigation

Tariff 15-C authorizes charges for specific items and services for hourly-rated (local) moves, and sets a rate range for each item or service. Charges or rates for items or services not specifically authorized by Tariff 15-C violate WAC 480-15-490(3), which requires all household goods carriers to follow the terms, conditions, rates, and all other requirements imposed by Tariff 15-C.

Containers

Tariff 15-C, Item 225 sets prices for containers and authorizes companies to assess minimum and maximum charges per container. In all but one of the moves reviewed during the course of this investigation, Metropolitan Movers charged customers for items not listed in Item 225, as follows:

- For 49 of the 50 moves, the company charged customers for tape, which is not authorized by Tariff 15-C, Item 225.
- For 49 of the 50 moves, the company charged customers for sofa bags, which is not authorized by Tariff 15-C, Item 225.
- For 46 of the 50 moves, the company charged customers for chair bags, which is not authorized by Tariff 15-C, Item 225.
- For 46 of the 50 moves, the company charged customers for cardboard, which is not authorized by Tariff 15-C, Item 225.
- For 46 of the 50 moves, the company charged customers for carpet mask, which is not authorized by Tariff 15-C, Item 225.
- For 44 of the 50 moves, the company charged customers for stretch wrap, which is not authorized by Tariff 15-C, Item 225.
- For seven of the 50 moves, the company charged customers for packing materials, which is not authorized by Tariff 15-C, Item 225.
- For two of the 50 moves, the company charged customers for paper pads, which is not authorized by Tariff 15-C, Item 225.

For 49 of the 50 moves, the company added a charge for materials equal to ten percent of the total estimated cost. For 45 of the 50 moves, “mattress bags” were included in the lump sum. While “mattress covers” are a tariff item, the rate charge per mattress cover authorized by Item 225 ranges from a minimum of \$4.95 to a maximum of \$13.75, depending on the size of the mattress. Tariff 15-C does not permit companies to lump all materials together (even if Item 225 authorizes rates for the items) and charge customers a flat percentage of the estimate total. Each of the 45 instances where the company charged for mattress covers in this manner constituted a violation of WAC 480-15-490(3) and Tariff 15-C, Item 225.

Fuel Surcharge

The move for customer Powell between two points in Tacoma includes a fuel surcharge of \$43.39. Tariff 15-C does not authorize fuel surcharges.

Vehicle Charge

The moves for customers Webb, Alexander, and Cha contain a \$100 charge for an “additional van,” and the move for customer Foran contains a \$145 charge for an “additional van.” Tariff 15-C authorizes hourly rates ranging from \$39.20 to \$81.68 per hour for a vehicle and a driver. Flat rates for vehicles, either alone or with a driver, are not authorized.

Storage in Transit

The move for customer Aikin included two months of storage in transit. Customer Aikin was charged \$0.03 for the first month of storage, and \$210 for the second month of storage. Customer Aikin’s goods had a total weight of 7,340 pounds. Tariff 15-C, Item 100(3)(b), authorizes rates ranging from \$0.98 to \$2.05 per 100 pounds stored for each 30 day period or portion thereof. Under the permitted rate structure, the maximum rate for the storage of customer Aikin’s goods was \$150.47 per month. Metropolitan Movers charged a “prorated” rate of \$0.03 for the first month of storage. Tariff 15-C sets rates for each 30-day period or portion thereof, and does not authorize prorated rates. Additionally, the \$210 rate for the second month of storage exceeds the maximum rate of \$150.47 for customer Aikin’s goods. Finally, customer Aikin was not charged for warehouse handling in, which violates Tariff 15-C. Item 100(3)(b) requires a charge within the range of \$0.89 to \$1.86 per 100 pounds for warehouse handling in or out. Customer Aikin should have been charged between \$65.33 and \$136.52 for warehouse handling in.

The move for customer Welborn included two months of storage in transit. Customer Welborn’s goods had a total weight of 4,080 pounds. At \$2.05 per 100 pounds, the maximum rate for the storage of customer Welborn’s goods was \$83.64 per month. The maximum handling in charge for customer Welborn’s goods was \$75.89. Customer Welborn was charged \$120 for each month of storage, and \$120 for warehouse handling in, both of which violated the rates authorized by Tariff 15-C.

The move for customer Fishback included two months of storage in transit. Customer Fishback’s goods had a total weight of 7,740 pounds. At \$2.05 per 100 pounds, the maximum rate for the storage of customer Fishburn’s goods was \$158.67 per month. The maximum handling in charge for customer Fishburn’s goods was \$143.96. Customer Fishback was charged \$232.20 for each month of storage, and \$232.20 for warehouse handling in, both which violated the rates authorized by Tariff C.

The move for customer Hanjiev included two months of storage in transit. Customer Hanjiev’s goods had a total weight of 4,180 pounds. At \$2.05 per 100 pounds, the maximum rate for the storage of customer Hanjiev’s goods was \$85.69 per month. The maximum handling in charge for customer Hanjiev’s goods was \$77.75. Customer Hanjiev was charged \$100 for each month of storage, and \$100 for warehouse handling in, both of which violated the rates authorized by Tariff 15-C.

The move for customer Scharfenberg included two months of storage in transit. Customer Scharfenberg’s goods had a total weight of 4,540 pounds. At \$2.05 per 100 pounds, the maximum rate for the storage of customer Scharfenberg’s goods was \$93.07 per month. The

maximum handling in charge for customer Scharfenberg's goods was \$84.44. Customer Scharfenberg was charged \$136.20 for each month of storage, and \$136.20 for warehouse handling in, both of which violated the rates authorized by Tariff 15-C.

The move for customer Powell included two months of storage in transit. Customer Powell's goods had a total weight of 2,440 pounds. At \$2.05 per 100 pounds, the maximum rate for the storage of customer Powell's goods was \$50.02 per month. The maximum handling in charge for customer Powell's goods was \$45.38. Customer Powell was charged \$75 for each month of storage, and \$75 for warehouse handling in, both of which violated the rates authorized by Tariff 15-C.

“Tariff Transportation Allowance”

The moves for customers Aschenbach and Foran contained a “tariff transportation allowance.” Tariff 15-C, Item 55, Miscellaneous Charges, permits a carrier to charge “for services associated with transportation of the customer's goods for which there is no rate or charge specified in the tariff, such as toll bridge or ferry charges.” For customers Aschenbach and Foran, however, Metropolitan Movers charged an unspecified “tariff transportation allowance” calculated as 10 percent of the estimate total. For customer Aschenbach, the unspecified charge totaled \$102.96; for customer Foran, the charge totaled \$172.19. No receipt was provided to justify either charge. While Tariff 15-C allows carriers to pass on transportation related costs to the customer, it does not permit additional charges that are arbitrarily calculated based on a percentage of the total estimated cost. Both instances where a “tariff transportation allowance” was assessed constituted an unauthorized charge in violation of Tariff 15-C.

Technical Assistance

The investigation of consumer complaint 96010 included violations for charging customers for items not authorized by the tariff, including sofa bags, stretch wrap, and a fuel surcharge.

Findings

Metropolitan Movers violated WAC 480-15-490(3) when it assessed unauthorized charges for various non-tariff items on 49 of its 50 estimates, assessed improper charges for storage, and charged an unauthorized “tariff transportation allowance.”

Recommendation

Staff recommends a penalty of \$100 for each item or rate not authorized by Tariff 15-C addressed above, as follows:

- \$100 for tape
- \$100 for sofa bags
- \$100 for chair bags
- \$100 for cardboard
- \$100 for carpet mask
- \$100 for stretch wrap
- \$100 for packing materials

- \$100 for paper pads
- \$100 for the fuel surcharge
- \$100 for the “tariff transportation allowance”
- \$100 for the “additional van” charge
- \$100 for unauthorized rates for storage in transit

Additionally, staff recommends a penalty of \$100 for failing to charge the tariff rate for mattress bags (mattress covers). For 13 violations of WAC 480-15-490(3), staff recommends a total penalty of \$1,300.

SUMMARY OF RECOMMENDATIONS

1. Staff recommends a total penalty of \$1,500 for the following violations:
 - For two violations of WAC 480-15-710, staff recommends a penalty of \$100 per violation, for a total penalty of \$200.
 - For 13 violations of WAC 480-15-490(3), staff recommends a penalty of \$100 per violation, for a total penalty of \$1,300.
2. Staff recommends Metropolitan Movers closely review this report because it provides valuable technical assistance in other areas that need improvement, as follows:
 - Metropolitan Movers must provide a properly completed estimate to each customer prior to moving the customer's goods. The estimate form must include all information required in the rule and tariff, including a cube sheet inventory. Additionally, the estimate may not state that Metropolitan Movers has a three-hour minimum, nor may the company charge customers a three-hour minimum.
 - Metropolitan Movers must provide a properly formatted bill of lading for every move. The bill of lading form must include all information required in the rule and tariff.
 - Metropolitan Movers must properly complete the bill of lading for every move, including designation of the customer's form of payment, identification of specific charges for materials and additional services, and recording interruption times as required in the rule and tariff.
 - Metropolitan Movers must only charge for materials authorized by Tariff 15-C, and must charge authorized rates for approved items.

If future violations are found in these areas, staff may recommend penalties or take other enforcement action.

3. Staff recommends Metropolitan Movers attend commission-conducted rule and tariff training on January 19, 2011, in Olympia.

APPENDIX A

Washington UTC Complaint

96010

Company: METROPOLITAN MOVERS, INC. M5113

Customer:

Pamela Cox

Contact: Michael Cox
11011 62nd Ave Ct E
Puyallup, WA 98373

Primary Phone: (360) 438-3656

Complaint: **96010**

Serviced by: **Tani Thurston**

Opened on: 01/10/2006

Grouped

by: Disputed Bill

Closed on: 02/24/2006

Disposition: Consumer upheld

Description:

11-05 residential move from Lacey to Puyallup. Customer paid bill in full.

- 1) Customer believes she was overcharged.
- 2) Company broke one of the cabinets and fixed it but would not deliver it to her home unless she signed paperwork accepting full responsibility for the cabinet. The cabinet is in storage.

Please respond within 10 business days due 10-25.

Results:

Company overcharged. Company returned cabinet to customer.
18.01 was overcharge.
82.45 was customer courtesy credit.

Activity:

*** 01/10/2006 12:50 PM Phone: Tani Thurston >> Company
Called company; spoke to Jill. Advised of the consumer complaint. She said to fax the complaint.

*** 01/10/2006 12:57 PM Phone: Tani Thurston << Customer
Customer called; he has the billing and will mail it to me.

*** 01/10/2006 01:45 PM Fax: Tani Thurston >> Company
Faxed complaint to company.

*** 01/12/2006 08:52 AM Voice Mail: Tani Thurston << Customer
Customer called saying the movers is schedule to deliver the cabinet this morning. He does not think they said anything about signing a waiver. They didn't mention anything about the charges. Please call.

*** 01/12/2006 04:29 PM Letter: Tani Thurston << Customer
Received billing from customer.

*** 01/13/2006 04:31 PM Phone: Tani Thurston >> Customer
Called customer; the cabinet is being delivered right now. No waiver is
required. I said I will still look into the charges.

*** 01/17/2006 03:03 PM Voice Mail: Tani Thurston << Ron, Metropolitan Movers
Voicemail from Ron asking for call back on 253-537-8480.

*** 01/17/2006 05:33 PM Email: Tani Thurston << Ron @ Family Movers
[IMAGE]

Please see attached file. Thank you

Ron Cronkite / Metropolitan Movers

253-537-8480

- Cox, Pamela - consumer complaint to WUTC.doc

*** 01/20/2006 03:09 PM Email: Tani Thurston >> Ron Cronkhite
Thank you for responding to this complaint.
Since part of the complaint is disputing the billing, I need to investigate the
charges.
Could you please provide all billing and estimates provided in this move.

Also, please let me know if you still need me to call you.

Thank you.
Sincerely,

Tani Thurston
Regulatory Analyst
Washington Utilities and
Transportation Commission
PO Box 42750
Olympia, WA 98504-7250
1-800-562-6150, 360-664-1110
fax: 360-664-4291
email: tthursto@wutc.wa.gov

*** 01/23/2006 07:45 AM Fax: Tani Thurston << Ron Cronkhite
Received fax billing from company.

*** 01/25/2006 09:39 AM Action: Tani Thurston
Reviewed billing.

*** 01/25/2006 10:33 AM Email: Tani Thurston << Customer
Customer called saying company was suppose to send her a refund check. I read
him the letter the company provided about that. He wants his wife to call me

to make sure that is the correct amount.

*** 01/25/2006 10:56 AM Phone: Tani Thurston >> Customer (Mrs)
Customer called saying that she and company agreed pay for 4 hours as listed on the written estimate. The owner told her he would pay the difference. Although he did not tell her the amount, she believed it would be the difference between 517.00 and 368.00 as listed on the estimate.
And she believed the fuel charge was included in the 368.00.

*** 01/25/2006 11:15 AM Email: Tani Thurston >> Ron Cronkhite
I have reviewed the estimate and bill of lading.
Please respond to the following:

- 1) Please provide a copy of the list of articles included with the written estimate.
- 2) Please provide a copy of the back of the bill of lading.
- 3) Please provide the following information on the complaint process -
 - The date the customer contacted the company regarding the damage claim.
 - Did the customer pay all charges prior to filing a claim?

If so, please provide the date and amount of the payment.
- Did the company provide a claim form to the customer?

If so, please provide the date of providing the claim form.
- The date the company received the claim form from the customer.
- The date the company notified the customer of receiving the claim.
- The date of the resolution of the claim.

3) The customer stated the company required a liability form to be signed prior to delivering the repaired cabinet.
Please provide a copy of the liability form and provide a response explaining the company's actions.

4) What is the 10.00 for listed on the bill of lading?

5) The fuel charge calculation is based on the driver hours only. The maximum allowed is 16.14 at 5%. A refund of 8.01 may be due depending on #6 below.
Attached is a copy of the order. Please review section 4 of the Order.

6) Finally the customer said that she and, I believe, you agreed that she would pay for 4 hours as listed on the written estimate. You told her you would refund the difference. Although you did not tell her the amount, she believed it would be the difference between 517.00 and 368.00 as listed on the estimate. And she believed the fuel charge was included in the 368.00.
Your letter advised of an 82.45 adjustment. Apparently the customer believed she would be receiving 149.15.
Please advise your position on this issue.

Thank you.

Sincerely,

Tani Thurston
Regulatory Analyst
Washington Utilities and
Transportation Commission
PO Box 42750
Olympia, WA 98504-7250
1-800-562-6150, 360-664-1110
fax: 360-664-4291
email: tthursto@wutc.wa.gov

*** 01/31/2006 12:49 PM Phone: Tani Thurston >> Customer (Mr)
Customer called saying they received the 80.00+ check and wanted to know what
the company's response was.
I said I have not heard from the company since I contacted them on 1-25.
Explained if I do not receive a response within the next couple of days, I will
contact them again on 1-26.

*** 02/02/2006 10:23 AM Email: Tani Thurston >> Ron Cronkhite
I do not see a response to this email.
Please advise.
Thank you.
Tani

----- Forwarded by Tani Thurston/WUTC on 02/02/2006 10:26 AM -----

Washington UTC Request

96010

Pamela Cox
11011 62nd Ave Ct E
Puyallup, WA 98373
Phone: (360) 438-3656

Request: 96010
by: Tani Thurston
Opened on: 01/10/2006

Serviced

Activity:

*** 01/25/2006 11:15 AM Email: Tani Thurston >> Ron Cronkhite

I have reviewed the estimate and bill of lading.
Please respond to the following:

- 1) Please provide a copy of the list of articles included with the
written estimate.
- 2) Please provide a copy of the back of the bill of lading.

- 3) Please provide the following information on the complaint process -
- The date the customer contacted the company regarding the damage claim.
 - Did the customer pay all charges prior to filing a claim?

If so, please provide the date and amount of the payment.

- Did the company provide a claim form to the customer?

If so, please provide the date of providing the claim form.

- The date the company received the claim form from the customer.
- The date the company notified the customer of receiving the claim.
- The date of the resolution of the claim.

3) The customer stated the company required a liability form to be signed prior to delivering the repaired cabinet. Please provide a copy of the liability form and provide a response explaining the company's actions.

4) What is the 10.00 for listed on the bill of lading?

5) The fuel charge calculation is based on the driver hours only. The maximum allowed is 16.14 at 5%. A refund of 8.01 may be due depending on #6 below. Attached is a copy of the order. Please review section 4 of the Order.

6) Finally the customer said that she and, I believe, you agreed that she would pay for 4 hours as listed on the written estimate. You told her you would refund the difference. Although you did not tell her the amount, she believed it would be the difference between 517.00 and 368.00 as listed on the estimate. And she believed the fuel charge was included in the 368.00. Your letter advised of an 82.45 adjustment. Apparently the customer believed she would be receiving 149.15. Please advise your position on this issue.

Thank you.

Sincerely,

Tani Thurston
Regulatory Analyst
Washington Utilities and
Transportation Commission
PO Box 42750
Olympia, WA 98504-7250
1-800-562-6150, 360-664-1110
fax: 360-664-4291
email: tthursto@wutc.wa.gov

*** 02/02/2006 10:47 PM Email: Tani Thurston << Ron @ Family Movers

METROPOLITAN MOVERS

253-537-8480

info@thefamilymovers.com

RESPONSE TO WUTC INFORMATIONAL REQUEST:
WashingtonUTC Request 96010

Pamela Cox
11011 62nd Ave Ct E
Puyallup, WA 98373
Phone: (360) 438-3656

Request: 96010 Serviced by: Tani Thurston

Opened on: 01/10/2006

Activity:

*** 01/25/2006 11:15 AM Email: Tani Thurston >> Ron Cronkhite

Tani Thurston
Regulatory Analyst
Washington Utilities and Transportation Commission
PO Box 42750
Olympia, WA 98504-7250
1-800-562-6150, 360-664-1110
fax: 360-664-4291
email: tthursto@wutc.wa.gov

I have reviewed the estimate and bill of lading.

Please respond to the following:

1) Please provide a copy of the list of articles included with the written estimate.

METROPOLITAN MOVERS RESPONSE: see attachment #1 (copy of Estimate) and attachment #2 (Table of Measurements)

2) Please provide a copy of the back of the bill of lading.
RESPONSE: see attachment #3 (copy of the back of the Bill of Lading).

3) Please provide the following information on the complaint process -
- The date the customer contacted the company regarding the damage claim.

RESPONSE: 10-17-05

-Did the customer pay all charges prior to filing a claim? If so, please provide the date and amount of the payment.

RESPONSE: No. Shipper paid \$300.00 on 10-17-05 and \$207.15 on 11-17-05.

- Did the company provide a claim form to the customer?

If so, please provide the date of providing the claim form.

- The date the company received the claim form from the customer.
- The date the company notified the customer of receiving the claim

RESPONSE: Yes. The shipper received & completed the claim form in person at our Tacoma office on 10-17-05

- The date of the resolution of the claim.

RESPONSE: The claim was resolved on 11-17-05. This was the same day that we received final payment for the remaining balance that was due on 10-17-05.

- 3) The customer stated the company required a liability form to be signed prior to delivering the repaired cabinet.

Please provide a copy of the liability form and provide a response explaining the company's actions.

RESPONSE: see attachment #4 ("High Risk Form").

The customer requested that we deliver an item (tall cabinet) to a location that was deemed to be potentially harmful to the item and/or the residence. The assessment of risk was apparently merited, for when the piece was finally delivered the top section of the cabinet had to be removed in order to stand the cabinet up without hitting the ceiling.

- 4) What is the 10.00 for listed on the bill of lading?

RESPONSE: Sofa bags, mattress bags, and stretch wrap.

- 5) The fuel charge calculation is based on the driver hours only. The maximum allowed is 16.14 at 5%.

A refund of 8.01 may be due depending on #6 below.

Attached is a copy of the order. Please review section 4 of the Order.

- 6) Finally the customer said that she and, I believe, you agreed that she would pay for 4 hours as listed on the written estimate. You told her you would refund the difference. Although you did not tell her the amount, she believed it would be the difference between 517.00 and 368.00 as listed on the estimate. And she believed the fuel charge was included in the 368.00. Your letter advised of an 82.45 adjustment. Apparently the customer believed she would be receiving 149.15.

Please advise your position on this issue.

RESPONSE: Please see attachment #1 (estimate was for 3-5 hours @ \$92.00/hr.) and attachment #5 (letter dated 1-17-06 / paragraph 2).

Sincerely,

Brandy Wright

METROPOLITAN FAMILY MOVERS

253-537-8480

info@thefamilymovers.com

- Cox, Pamela - 2nd response + attachments.doc - Cox, Pamela - METROPOLITAN MOVERS 2nd response to UTC.doc

*** 02/02/2006 10:54 PM Fax: Tani Thurston << Brandy Wright, Company Rep Receiving billing information from company.

*** 02/06/2006 08:05 AM Action: Tani Thurston Reviewed complaint.

*** 02/10/2006 03:45 PM Email: Tani Thurston >> Ron Cronkhite
Thank you for your response.

1) The High-Risk Release form is not included in WAC 480-15 nor Tariff 15-A. If the company believes it should be allowed to provide this form to customers, it needs to file a tariff with the Commission seeking approval for this form. Without Commission approval, the company is not in compliance with WAC 480-15 or Tariff 15-A.

2) In addition, I want to address the issues of having multiple "estimates" on the estimate form.
WAC 480-15-630, Estimates, states "An estimate is a written approximation of the probably cost of a move prepared in compliance with the provision of the household goods tariff. Estimates are based on factors such as the van space required, the weight of the household goods, the amount of time needed to complete the move, and the type of special services provided."

In essence, the mover provides one estimate of the move based on the costs and time the mover believes would take to handle the move. Multiple estimates from one mover sets up false expectations to the shipper of what the total cost might be. If the shipper says "I want this move done in 4 hours." The mover should decide if they can complete it in 4 hours and provide the estimate on that. If it believes it will take 5 hours, the estimate should be given on that. Then the customer can decide whether to accept the estimate or not.

Also, on a non-binding estimate, the estimate allows the mover to bill up to a certain amount of the estimate. When there are multiple estimates on one estimate, again the shipper can be confused about which estimate the added percentages are based. This is exactly what happened in this move. The shipper believed the percentages were based on the 4 hour estimate amount stated on the written estimate.

I believe the intent of this rule does not allow for providing multiple estimates on one written estimate. WAC 480-15-650(1) states "If a customer requests an estimate, you must provide a written estimate..."
It states "a written estimate" not "written estimates".
I advise you to stop providing more than one estimate on the written estimates.

3) Finally, are you saying the conversation as depicted by the customer did not happen?
Per my 1-25-06 email:
"Finally the customer said that she and, I believe, you agreed that she would pay for 4 hours as listed on the written estimate. You told her you would refund the difference. Although you did not tell her the amount, she believed it would be the difference between 517.00 and 368.00 as listed on the estimate. And she believed the fuel charge was included in the 368.00. Your letter advised of an 82.45 adjustment. Apparently the customer believed she would be receiving 149.15.
Please advise your position on this issue."

Please advise.

Thank you.
Tani

*** 02/10/2006 04:56 PM Phone: Tani Thurston << Ron Cronkhite
Ron called, he received my email and agrees with the estimate issue.

He is concerned about the liability of the goods if the piece does not fit into the house. How can they refuse to deliver it?
We looked at Tariff 15-A Item 10 and 15 and WAC 480-15-780. The only time statement that may apply is under Item 10 which states "property liable to damage carrier equipment or other property." What if it only damages the good (furniture) itself? I said I would check into this and let him know.

He is adamant that he and the customer agreed to settle at 4.5 hours and not 4 hours. That's it as far as he's concerned.

*** 02/10/2006 09:55 PM Email: Tani Thurston << Ron @ Family Movers
Dear Tani,

In response to your email below & in follow up to our phone conversation this afternoon:

1) Regarding the "High Risk Release Form", I will consult with the Washington Trucking Association (WTA)/Washington Movers Conference (WMC) & AMSA & take note of their recommendations. I also look forward to any further input you may have regarding these situations that are only partially addressed in the Tariff 15-A, item 10.2

2) I am in complete agreement with you as to the necessity of a clear, unambiguous estimate. I will convey your comments to our sales team.

3) I had several conversations with Mrs. Cox; all were in an effort to assist her in any way possible & to resolve the situation. I am aware that Mrs. Cox felt that the move should only take 4 hours; she made that quite clear to our estimator during the original survey, regardless of the estimator's professional assessments (& despite the fact that 1 cabinet alone would take ½ hour to deliver & had to be partially disassembled to fit into her new apartment).

*** 02/18/2006 08:25 AM Action: Tani Thurston
Reviewed complaint.

*** 02/22/2006 09:23 AM Phone: Tani Thurston << Customer
Customer called; read him company's response to the refund. He wanted to know how to go further on this issue.
I explained formal complaint and civil court. I will send him the information on formal complaints and the complaint text.
He asked if she could cash the check. I said I saw no problem with her cashing the check.
Can close.

*** 02/24/2006 09:25 AM Violation: 480-15-650(1b) -
Failure to include on the estimate the company affiliation, title and telephone number of the person preparing the estimate.

*** 02/24/2006 10:53 AM Violation: 480-15-740(1) -
Failure to include the date of the shipment was packed, loaded, transported delivered, unloaded and unpacked on the bill of lading.

*** 02/24/2006 11:02 AM Violation: 480-15-740(3) -
Failure to include the exact address to which the shipment was unloaded.

*** 02/24/2006 12:03 PM Violation: 480-15-490(5) -
Failure to comply with the rules contained in the tariff.
Company did not obtain the method of payment of the tariff charges. Tariff 15-A Pg 32 p.

Company did not describe the 10.00 charge listed on the bill of lading. Tariff 15-A Pg 32 k.

Company required customer to sign a High-Risk Release form not authorized in the tariff.

*** 02/24/2006 12:12 PM Violation: 480-15-490(5) -
Failure to charges rates in compliance with the tariff.

1) Company charged 10.00 for sofa bags, mattress bags, and stretch wrap. These charges are not included in the tariff.

2) Company incorrectly charged for fuel surcharge.

*** 02/24/2006 12:45 PM Violation: 480-15-650(1) -
Failure to provide only one estimate.
Company included two additional estimated amounts on the same estimate.

*** 02/24/2006 01:05 PM Email: Tani Thurston >> Ron Cronkhite
I have completed my investigation of this complaint. I do appreciate your cooperation in this investigation.

Below are my findings:

In addition to the 82.45 refund you provided to the customer for the disputed labor hours, I believe additional refunds should be provided:

- 1) Refund for overcharging the fuel surcharge. The maximum amount the company could charge this customer based on one worker/truck was 16.14. The company charged 24.15. The difference is 8.01.
- 2) Refund the 10.00 for sofa bags, mattress bags, and stretch wrap. These charges are not included in the tariff.

Total refund due: 18.01.

Following are violations I have noted:

9-Violations:

1- WAC 480-15-650(1b):

Failure to include on the estimate the company affiliation, title and telephone number of the person preparing the estimate.

1-WAC 480-15-740(1):

Failure to include the date of the shipment was packed, loaded, transported delivered, unloaded and unpacked on the bill of lading.

1-WAC 480-15-740(3):

Failure to include on the bill of lading the exact address of which the shipment was unloaded.

3-WAC 480-15-490(5):

Failure to comply with the rules contained in the tariff.

Company did not obtain the method of payment of the tariff charges on the bill of lading. Tariff 15-A Pg 32 p.

Company did not describe the 10.00 charge listed on the bill of lading.

Tariff 15-A Pg 32 k.

Company required customer to sign a High-Risk Release form not authorized in the tariff.

2-WAC 480-15-490(5):

Failure to charges rates in compliance with the tariff.

1) Company charged 10.00 for sofa bags, mattress bags, and stretch wrap. These charges are not included in the tariff.

2) Company incorrectly charged for fuel surcharge.

1-WAC 480-15-650(1):

Failure to provide only one estimate.

Company included two additional estimated amounts on the same estimate.

Please advise of the refund.

If you have any questions, please let me know.

I am still working on your question about delivering oversized goods.

Sincerely,

Tani Thurston
Regulatory Analyst
Washington Utilities and
Transportation Commission
PO Box 42750
Olympia, WA 98504-7250
1-800-562-6150, 360-664-1110
fax: 360-664-4291
email: tthursto@wutc.wa.gov

*** 02/24/2006 03:29 PM Email: Tani Thurston << Ron @ Family Movers

Dear Tani,

Thank you for your report. We will refund \$18.01 to Mrs. Pamela Cox immediately. I will address & correct all noted violations with our staff, and wait to hear from you concerning delivery of over-sized items.

Sincerely,

Ron Cronkhite

*** 02/24/2006 03:45 PM Email: Tani Thurston >> Customer (mr)
Called customer; left voicemail advising of credit.

*** 02/28/2006 03:29 PM Letter: Tani Thurston >> Customer (mrs)
Mailed customer copy of complaint, attachments and formal complaint packet.

*** 02/28/2006 04:29 PM Action: Tani Thurston

*** 03/08/2006 12:39 PM Letter: Tani Thurston << Company
Received letter from company. Same letter as received in 1-17 5:33pm email.

*** 03/08/2006 12:44 PM Letter: Tani Thurston << Ron Cronkhite
Received letter from company; same letter as received in 1-17 5:33pm email.

*** 04/04/2006 03:54 PM Email: Tani Thurston >> ron
You asked me how you can reduce the liability of goods during the move when you believe moving the goods would cause damage to the furniture.

Tariff 15-A Item 10 lists the articles for which the carrier will not accept responsibility.

You asked if #2 "Household goods carriers will not accept the following articles for shipment:.....Property liable to damage carrier equipment or other property."

This tariff addresses the damage to the carrier's equipment and other property. It does not include the shipper's goods.

WAC 480-15-780 and Item 15 lists when the companies are allowed to refuse service. WAC 480-15-780 states "You may refuse to provide service to a shipper if: (7) Satisfactory service cannot be given, or providing service would adversely affect the health or safety of your employees".

From reading this rule, if you believe you absolutely cannot provide satisfactory service, you can refer to this rule. However, I would caution you in using this rule as a basis for not providing a move you just do not want to do or that you have not scoped out all the ways to provide good service for that move. For example, if a shipper has an over-sized piece of furniture, you should work with the shipper to find a way to move that furniture in a safe manner.

If you have any questions, please feel free to contact me.
Thank you.

APPENDIX B



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

September 17, 2010

Ron Cronkhite
Metropolitan Movers, Inc.
d/b/a The Family Movers
10303 Portland Avenue
Tacoma, WA 98445

RE: Data Request

Dear Mr. Cronkhite:

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

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

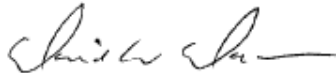
1. For every residential move performed within the state of Washington from April 1, 2010, through June 30, 2010, please provide all supporting documents related to each customer's move, including, but not limited to, the bill of lading, estimate, supplemental estimate, inventory records, weight slips, and all documents related to temporary storage of the goods.
2. A copy of the company's customer complaint and claims register, listing all complaints and claims received from April 1, 2010, through June 30, 2010, and including all documents related to each complaint and claim.

Ron Cronkhite
September 17, 2010
Page 2

You are required to furnish the above requested documents to commission staff by no later than 5:00 p.m. on October 1, 2010. Please attach a copy of this letter to the documents for reference.

If you have any questions you may contact Rayne Pearson, Compliance Investigator. Ms. Pearson can be reached at (360) 664-1111 or by email at rpearson@utc.wa.gov.

Sincerely,



David W. Danner
Executive Director and Secretary

APPENDIX C

ORDER FOR SERVICE

Page 1 of 2



ORDER # 719136

Non Binding Estimate

COMPANY DETAILS

Name: The Family Movers / Metropolitan Movers, Inc.	Toll Free No.: 1-877-492-6551
Address: 10303 Portland Ave. E.	Tel No.: (253) 537-8480
City: Tacoma	Fax No.: (253) 537-8481
State: WA	Email: info@thefamilymovers.com
Licenses: MC#460087/USDOT#1006044/HG#005966	Web Site: http://www.thefamilymovers.com

CUSTOMER DETAILS

Name: Nick aschenbach - MTR/LOCAL	Office No.:
Tel No.:	Fax:
Cel No.: (206) 380-3919	Email: nick.aschenbach@gmail.com

SERVICE INFORMATION

Order No.: 719136	Shipment Type: LDD - HHG
Moving Consultant: Ron Cronkhite	No. of Items:
Type of Move : Local (0 miles)	No of Bedrooms : 4
No of Movers: 4	No of Trucks: 1

ORIGIN SHIPPER

DEST. CONSIGNEE

Contact Person: Nick aschenbach	Contact Person: Nick aschenbach
Tel No.:	Tel No.:
Cel No.: +1 (206) 380-3919	Cel No.: +1 (206) 380-3919
Address: 1101 A Street	Address: 1101 A Street
City: Tacoma	City: Tacoma
State, Zip: Washington 98402	State, Zip: Washington 98402
Elevator: N	Elevator: N
Stairs: 0	Stairs: 0
Long Carry: 0 ft	Long Carry: 0 ft

SERVICE QUOTE

	Factors	Charge
Line Haul:	\$176.00 * 6 hr , Credit Card Rate: \$176.00	\$1056.00
Valuation:	<input checked="" type="checkbox"/> Standard \$0.6 Initial () \$0 <input type="checkbox"/> \$0 Deductible Initial () \$105.00 <input type="checkbox"/> \$250 Deductible Initial () \$75.00 <input type="checkbox"/> \$500 Deductible Initial () Call	\$0.00
Add. Services / Dates:		
Packing	9/1/2010	
Other Charges:		
Tariff Transportation allowance	1056X\$0.10	\$102.96
Tape / Stretch Wrap / Sofa Bags / Mattress Bags	1X\$25.00	\$25.00
Sub Total:		\$1183.96
Payment Received:		\$1183.96
Balance :		\$0.00

UNDERSTANDING YOUR QUOTE

SPECIAL INSTRUCTIONS / REMARKS

*****ORIGIN SERVICE ONLY (LOAD 26 PENSKE TRUCK W/ LIFTGATE) / 9-1-10 / 4 M CREW + POSS ADD #49 LIFTGATE / LOCATION: PERKINS BLDG - TACOMA : 3RD FLOOR - ELEVATOR / FRONT ACCESS 3 STAIRS OR USE SIDE RAMP (FOR HEAVY ITEMS) / ITEMS: 1800# PRINTING PRESS (**LOAD LAST**), ET CENTER CONSOLE, TABLE (36" X8), 2 DESKS, CHEST OF DRAWERS, Q-SET, DYE CUTTER, PAPER CUTTER, CABINET, SHELVES, DYE CABINET W/ DRAWERS(SLOTS) (**UNLOAD DRAWERS and STRETCH WRAP**), LAITH (400#), BOXES, SHELVES, WIRE RACK, 5 D-CHAIRS, 1 OS CHAIR*****

RELATED DOCUMENTS



[Your Rights and Responsibilities When You Move](#)



[1. Valuation plans](#) [2. Valuation Options](#)



[Moving Checklist/Ready to Move?](#)



[High value brochure](#)



[Arbitration Program Information](#)

UNDERSTAND YOUR QUOTE

*Cost estimate is Hourly-based for Local Moves / Weight & Mileage for all other moves per Tariff. Payment Methods: Credit (Mastercard/Visa). For convenience, payment may be made in advance. Per Washington Utilities & Transportation Commission (UTC) tariff, local move charges to include total move time + total travel time, terminal to terminal in 1/4 hour increments, with 3 hr. min., 4 hr. min. on weekends. Please note that cancellations may be assessed an administrative fee (if applicable), and may also be subject to dispatch charges at hourly rate if crew dispatched on day of move.

Customer Signature:  Date: 9/1/10

APPENDIX D



METROPOLITAN FAMILY MOVERS
 10303 Portland Avenue - Warehouse #2
 Tacoma, WA 98445
 Phone: (253) 537-8480 Fax: (253) 537-8481

Order 4082
Pack 9-1-2010
Load 9-1-2010
Del 9-1-2010
Sales
Coord
Job Code Local

Uniform Household Goods Bill of Lading

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

From		To	
Customer	Nich Aschenbach	Customer	Nich Aschenbach
Address	1101 A Street	Address	***Origin Service Only***
City/State/Zip	Tacoma WA 98402	City/State/Zip	
H/Phone	Cell	H/Phone	Cell
W/Phone	Page	W/Phone	Page
email		email	
Add'l Pickup		Extra-Stop	
Billing Address		Other	

Day	Vans	Personnel	Start	Arrive	Breaks	Depart	End	To/From Hrs	Rate	Charges
9/1/10	1	4	10:00 am		5		4:30 pm	6	\$116.00	7056.00
9/1/10	1	4	7:30 am				6:30 pm	2	176.00	352.00
9/1/10	1	1	12:50				5:30 pm	3	60.00	180.00

Storage		Mileage Rated Moves	
If shipment will be placed into storage, the customer must initial option selected: <input type="checkbox"/> 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. <input type="checkbox"/> Shipment is to be placed in storage for more than 90 days. <input type="checkbox"/> I certify that I have requested Storage-In-Vehicle for a period of _____ days at an agreed upon rate of \$ _____ per day.		Actual Shipment Weight(lbs) Gross _____ Tare _____ Net _____ Expedited Shipment Wt (cust sign here) _____ Net _____ Billed shipment weight _____ lbs at _____ Cwt _____ Stairs _____ at _____ Cwt _____ Distance Carry _____ at _____ Cwt _____ Elevator _____ at _____ Cwt _____ Extra pickup/del _____ at _____ ea _____ Piano _____ at _____ per stop _____ Piano carry _____ at _____ ea _____ Overtime Labor _____ at _____ per hour _____ Mileage _____ Fuel Surcharge _____	

Storage In Transit _____ Cwt _____	Trans to/from Whse _____ lbs at _____ Cwt _____	Storage per month _____ lbs at _____ Cwt _____	Whse Handling in/out _____ lbs at _____ Cwt _____	Add'l Valuation \$ _____ at _____ per \$100 _____
Permanent Storage _____ Cwt _____	Labor _____ at _____ per hour _____	Storage per month _____ lbs at _____ Cwt _____	Whse Handling in/out _____ lbs at _____ Cwt _____	Add'l Valuation \$ _____ at _____ per \$100 _____
Pickup/Load Vaults _____ at _____ per vault _____	Oversized Items _____ at _____ ea _____	Storage _____ months _____ per month _____	Delivery of Vaults _____	

Materials, Additional Services

Dishpacs	_____ at _____ per unit _____
Less than 3.0 cuft ctns	_____ at _____ per unit _____
3.0 cuft ctns	_____ at _____ per unit _____
4.5 cuft ctns	_____ at _____ per unit _____
6.0 cuft ctns	_____ at _____ per unit _____
Wardrobe ctns	_____ at _____ per unit _____
Crib matt	_____ at _____ per unit _____
Single matt	_____ at _____ per unit _____
Double matt	_____ at _____ per unit _____
Queen matt	_____ at _____ per unit _____
King matt	_____ at _____ per unit _____
King box ctn	_____ at _____ per unit _____
Mirror ctn	_____ at _____ per unit _____
Crates cuft	_____ at _____ per unit _____
Appliances	_____ at _____ per unit _____
Add'l Labor	_____ at _____ per hour _____

Declarations (Customer must initial preferences)

Valuation: The customer must initial option selected

Basic Valuation: I release this shipment to a value of \$60 per pound per article

Depreciated Valuation: I release this shipment to a value of \$2 per pound times the shipment wt. at rate of \$ _____ per \$100 of declared value. Or:

I declare a lump sum total dollar valuation of this entire shipment of \$ _____ and select the following:

Replacement Cost Coverage/3000 Deductible: I release this shipment to a value of \$3.50 per pound times the shipment wt. at a rate of \$ _____ per \$100 of declared value.

Replacement Cost Coverage/No Deductible: I release this shipment to a value of \$3.50 per pound times the shipment wt. at a rate of \$ _____ per \$100 of declared value.

Estimates: The customer must initial option selected

I did not request a written estimate on this shipment and understand I will be required to pay charges as shown on this contract

I understand this shipment is moving under a non-binding estimate. If the charges shown on the bill of lading exceed the charges on the non-binding estimate given me by the carrier, the carrier must release the shipment to me upon payment of no more than 110% of the estimated charges and will extend credit for 30 days in which I must pay the remainder due. In no case will I be required to pay more than 115% of the estimate (plus any supplements) for mileage rated shipment, or more than 125% of the estimate plus supplements for hourly rated shipments.

I have read and understand this contract thoroughly, and release my goods to the carrier subject to the terms and conditions above.

Release of Goods/Customer	9/1/10	Date
Receipt for Goods/Driver	9/1/10	Date
Release of Goods/Customer	9/1/10	Date
Receipt for Goods/Customer	9/1/10	Date

Subtotal Moving, Packing, Materials, Storage Charges	1715.96
Deposit	1183.96
Additional Valuation	0
Deposit	532.00
Total Relocation Charges	1715.96
Total Amount Paid	1715.96
Balance Due	0

Payment (Customer must initial): The customer and carrier agree that payment, at time of delivery, will be made by:

_____ Cash _____ Other _____

Comments _____

APPENDIX E

Customer name	Date of move	Hours worked without recorded interruption
Benson	10/4/10	7
Evans	4/22/10	5
Foran	7/8/10	8
Foran	7/10/10	5
Franklin	5/26/10	11
Holmes	6/18/10	6
Jensen	9/16/10	6
Macey	7/28/10	5
Miller	6/25/10	7
Owens	6/16/10	9
Poston	6/26/10	5
Powell	7/20/10	5
Sadie-Hill	5/22/10	12
Schafer	4/16/10	5
Scharfenberg	5/13/10	5
Snyder	7/6/10	5.5
Stone	8/26/10	5
Templin	7/12/10	6
Whitney	6/15/10	8.5