



Investigation Report Action Moving Services, Inc.

Docket TV-111065

Travis Yonker
Compliance Investigations

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PURPOSE, SCOPE and AUTHORITY

Purpose

Action Moving Services, Inc. (Action Moving) holds household goods carrier authority within Washington. 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 is the intrastate transportation of household goods by Action Moving between July 2010 and September 2010, and the company's compliance with state laws and commission rules during that time period.

Authority

Staff conducts this investigation under the authority of the 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.

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EXECUTIVE SUMMARY

Commission staff originally received information that Action Moving and Accountable Moving & Storage, Inc. (Accountable Moving) were operating as one company. Staff requested move records from Action Moving to determine the relationship of the two companies. Upon initial review of the move records received, staff concluded that a broader investigation was necessary to determine if Action Moving consistently complied with state laws and commission rules. An investigation into the business practices of Action Moving revealed that the company is in violation of commission rules, as follows:

- Failure to use a proper estimate format in violation of WAC 480-15-630.
- Failure to properly complete written estimates in violation of WAC 480-15-630.
- Failure to properly complete supplemental estimates in violation of WAC 480-15-630.
- Failure to use a proper bill of lading format in violation of WAC 480-15-710.
- Failure to properly complete bills of lading in violation of WAC 480-15-710.
- Failure to charge only for items included in Tariff 15-C, in violation of WAC 480-15-490.
- Failure to perform long-distance moves according to Tariff 15-C, in violation of WAC 480-15-490.
- Failure to charge for containers according to Tariff 15-C, in violation of WAC 480-15-490.

Recommendation

Staff reviewed business records for 51 moves performed by Action Moving between July 2010 and September 2010. Although staff found violations in the completion of forms for most moves, staff recommends the commission only assess penalties for violations for which the company has received technical assistance. Further, while the commission may impose penalties for each move in which a particular violation occurred, in most instances, staff recommends a single \$100 penalty for a particular violation type. Staff recommends penalties as follows:

- A penalty of \$100 for each aspect in which the company's estimate form did not comply with the requirements of Tariff 15-C, for a total penalty of \$300;
- A penalty of \$100 for each aspect in which the company failed to properly complete written estimates, for a total penalty of \$400;
- A penalty of \$100 for failing to properly complete supplemental estimates;
- A penalty of \$100 for each aspect in which the company's bill of lading form did not comply with the requirements of Tariff 15-C, for a total penalty of \$200;
- A penalty of \$100 for each aspect in which the company failed to complete bills of lading according to Tariff 15-C, for a total penalty of \$500;
- A penalty of \$100 for each instance that the company charged a customer for an item not included in Tariff 15-C, for a total penalty of \$400;
- A penalty of \$100 for each aspect in which the company failed to properly complete long-distance moves, for a total penalty of \$300; and
- A penalty of \$100 for failing to charge customers for containers according to Tariff 15-C.

Staff recommends total penalties of \$2,300. In addition, staff requires that Action Moving submit an updated estimate form and an updated bill of lading form to staff.

BACKGROUND

Company Information

Action Moving Services, Inc. (Action Moving) is located at 10115 East Knox Avenue, Spokane, Washington 99206. According to commission records, on November 8, 2006, John Gish, on behalf of Action Moving, applied to transfer all authority held under HG-7808 issued to Robert H. Clark d/b/a Action Moving Services, a sole proprietorship. The application indicated that the company's new owner had been managing the business for over eight years. The permit was re-issued to Action Moving on October 27, 2008.

According to the company's most recent annual report, Action Moving is a corporation held equally by Jeff Gish, President, and John Gish, Secretary. As shown in its annual reports filed at the commission, Action Moving reported the following revenue:

Reporting Year	Date Filed	Revenue
2010	May 9, 2011	\$370,376
2009	May 3, 2010	\$381,964
2008	April 3, 2009	\$376,965

The company's most recent annual report indicates that the company conducted 344 household goods moves within Washington during 2010 and also completed 612 written estimates for household goods moves within Washington during 2010.

Investigation

Action Moving was originally identified in 2010 as a possible investigation candidate as a result of two consumer complaints received in 2007 and 2008, respectively. In March 2010, staff completed an investigation report in which Action Moving was found to be in violation of Washington state laws and commission rules as follows:

1. WAC 480-15-390, which requires household goods carriers to conduct operations under the exact name shown on its household goods permit.
2. WAC 480-15-480, which requires household goods carriers to file annual reports and pay regulatory fees by May 1st of each year based on the prior year's operations.
3. RCW 81.80.357 and WAC 480-15-610, which requires household goods carriers to list their commission-issued permit number in any advertising for household goods moving services.
4. WAC 480-15-630 and Tariff 15-C, Item 85, which requires household goods carriers to use an estimate form that includes all of the tariff-required elements.
5. WAC 480-15-710 and Tariff 15-C, Item 95, which requires household goods carriers to use a bill of lading form that includes all of the required elements listed in Item 95.

Staff recommended no enforcement action at that time, but instead provided technical assistance to Action Moving as the commission directed its prior technical assistance to the former owner of the company as opposed to Jeff Gish or John Gish.

In January 2011, after receiving information that Accountable Moving & Storage, Inc. (Accountable Moving) was operating as one company with Action Moving, commission staff submitted a data request to John Gish of Accountable Moving for certain move records. Staff received a response from John Gish indicating that Accountable Moving did not perform moves within Washington, but was merely a local agent for Bekins Van Lines. In February 2011, after receiving Accountable Moving's response, staff submitted a data request to Jeff Gish of Action Moving to determine any connection between the two companies. In March 2011, Jeff Gish submitted his response to the staff's data request. Upon initial review of the documents in the response, staff determined it was necessary to complete a broader investigation of Action Moving's business practices.

INVESTIGATION

Data Request

On February 10, 2011, staff requested the following records and information from Action Moving:

1. For the first 60 residential move performed within the state of Washington from July 1, 2010, all supporting documents related to each customer's move, including, but not limited to, the bill of lading, estimate, table of measurements, supplemental estimate, inventory records, weight slips, documents related to temporary storage of the goods, and all documents related to any ancillary agreements or contracts with other businesses to conduct each move.
2. A list of all vehicles, including license and ID numbers, owned by the company or leased by the company from July 1, 2010, through December 31, 2010, including all lease agreements.
3. A copy of the company's customer complaint and claims register, listing all complaints and claims received from July 1, 2010, through December 31, 2010, and including all documents related to each complaint and claim.

The company was required to provide the requested documents to commission staff by no later than 5:00 p.m. on March 3, 2011.¹ The company provided the requested documents to commission staff on March 3, 2011.

On May 25, 2011, staff requested from Action Moving documents for the company's most recent five moves in order to determine if the company had updated its forms. On May 26, 2011, Action Moving sent the requested documents to staff.

Staff used the documents and information furnished from this data request to conduct its investigation of the company's business practices. Staff reviewed the records of 51 moves conducted by the company between July 2010 and September 2010.

¹ See Attachment A for a copy of the commission's February 10, 2010, data request to the company.

RULES AND TARIFF TRAINING

The commission provides regular training to household goods carriers to ensure that the carriers understand the rules and Tariff 15-C. The training is required for all new entrants. Carriers may attend subsequent trainings at their discretion.

Commission records indicate that Joanna Hebner, Cory Hebner, and Kyle Osborne of Action Moving attended rules and tariff training in Cheney, Washington, on March 19, 2009; Jeff Gish of Action Moving attended rules and tariff training in Cheney, Washington, on June 16, 2010; and Jeff Gish, Shawn Biggs, and Sue Howser of Action Moving attending rules and tariff training in Cheney, Washington, on May 17, 2011. Jeff Gish signed a “Verification of Training Received” after receiving training in June 2010 and in May 2011, specifically acknowledging that he received training on such subjects as estimates, valuation, bills of lading, rates, and storage.

FORMAT OF ESTIMATES

Investigation

WAC 480-15-630 requires that household goods carriers “provide a written estimate to every customer prior to moving a shipment of household goods.” Further, WAC 480-15-630(7) specifically requires that carriers “complete the estimates as required by tariff.” Tariff 15-C, Item 85, identifies the required elements of a written estimate.

Staff reviewed 51 moves completed by Action Moving between July 2010 and September 2010. The company issued estimates in all 51 moves, however, the estimate form Action Moving used did not comply with the requirements of Tariff 15-C, as follows²:

1. Customer Brochure

Item 85(2)(c) of Tariff 15-C requires “[a] space for the customer to sign or initial stating that the customer was provided a copy of the brochure ‘Your Guide to Moving in Washington State.’” The estimate form Action Moving used during the review period does not have such a space. There is no indication anywhere on the written estimate in all 51 moves that the company provided its customers with the required brochure in those moves.

Previous Technical Assistance

In 2005, staff found Action Moving in violation of Tariff 15-A, Item 95, for failure to ensure that customers initialed that they had received a copy of the brochure “Your Rights and Responsibilities as a Moving Company Customer.” At that time, carriers were required to get the customers initials on the bill of lading form, as opposed to the estimate form. Staff provided Action Moving with technical assistance on this issue and warned that future violations could result in enforcement action.

In 2007, consumer protection staff recorded a violation of Tariff 15-B, Item 85, against Action Moving for failing to have a notation on the estimate about the customer brochure.

In 2008, Jeff Gish attended a one-on-one training with commission staff, which covered Tariff 15-C and the household goods rules. Further, Action Moving representatives attended the commission’s rule and tariff training in 2009, 2010 and 2011.

In 2010, staff completed an investigation of Action Moving’s business practices. As part of that investigation, staff found Action Moving in violation of Tariff 15-C, Item 85, for failing to provide a space for customers to indicate they had received the customer brochure. Staff, once again, provided Action Moving with technical assistance on this issue.

² See Attachment B for two examples of estimate forms used by the company during the review period.

In 2011, during this investigation, staff contacted Jeff Gish and John Gish after staff found that Action Moving's estimate form still did not include the required space for the customer to indicate they had received the customer brochure. John Gish responded that it was an oversight. On April 5, 2011, Action Moving provided staff with an updated version of the company's estimate form, which included the required space for the customer to indicate they had received the customer brochure. On May 31, 2011, staff reviewed moving documents for the five most recent moves Action Moving completed. Staff confirmed that in all five moves, Action Moving included a space for the customer to acknowledge receipt of the customer brochure.

2. Binding Estimate Disclosure

Item 85(2)(p) of Tariff 15-C requires that all binding estimates contain a statement that the estimate "is a guarantee of the cost of the move" and that the carrier will not charge above the estimate amount without first preparing a supplemental estimate.

Staff found that in two moves, the written estimate did not include a disclosure statement about the nature of a binding statement that complied with the requirements of Tariff 15-C. Instead, the written estimate merely said that the estimate was "based on articles and services listed."

Previous Technical Assistance

In 2008, Jeff Gish attended a one-on-one training with commission staff, which covered Tariff 15-C and the household goods rules. Further, Action Moving representatives attended the commission's rule and tariff training in 2009, 2010 and 2011.

3. Non-Binding Estimate Disclosure

Item 85(2)(q) of Tariff 15-C requires that all non-binding estimates contain a statement that (i) the estimate is not binding, (ii) the cost of the move may exceed the estimate, (iii) the carrier must release the shipment upon payment of no more than 110 percent of the estimate and allow at least 30 days to pay amounts in excess of 110 percent, and (iv) that the customer is not required to pay more than 125 percent of the estimate *unless* the carrier issues and the customer accepts a supplemental estimate.

Staff found that Action Moving did not consistently provide a full disclosure of the nature of a non-binding estimate. In 38 moves, the written estimate either included no disclosure statement about the nature of a non-binding estimate, or the estimate did not contain all four required elements in the disclosure.

Previous Technical Assistance

In 2005, staff found Action Moving did not include in its estimate the “Important Notice” related to non-binding estimates, as required by Tariff 15-A. Staff provided Action Moving with technical assistance on this issue.

In 2008, Jeff Gish attended a one-on-one training with commission staff, which covered Tariff 15-C and the household goods rules. Further, Action Moving representatives attended the commission’s rule and tariff training in 2009, 2010 and 2011.

In 2010, staff completed an investigation of Action Moving’s business practices. As part of that investigation, staff found Action Moving in violation of Tariff 15-C, Item 85, for failing to include a disclosure statement regarding non-binding moves that complied with Tariff 15-C. Staff, once again, provided Action Moving with technical assistance on this issue.

In 2011, during this investigation, staff contacted Jeff Gish and John Gish after staff found that Action Moving’s estimate form still did not include the required disclosure language for non-binding estimates. John Gish responded that it was an oversight. On April 5, 2011, Action Moving provided staff with an updated version of the company’s estimate form, which included the required disclosure language. On May 31, 2011, staff reviewed moving documents for the five most recent moves Action Moving completed. Staff found that four of those moves were non-binding, and in each of those four moves, Action Moving included the correct disclosure language.

Findings

Staff finds that Action Moving is in violation of WAC 480-15-630(7) for (1) failing to include in its estimate form a space for the customer to indicate they have received the customer brochure as required by Tariff 15-C, (2) failing to provide a disclosure statement regarding binding estimates that complies with Tariff 15-C, and (3) failing to provide a disclosure statement regarding non-binding estimates that complies with Tariff 15-C.

Recommendation

Staff recommends a penalty of \$100 for each aspect in which Action Moving’s estimate form fails to comply with WAC 480-15-630(7). Action Moving has received substantial technical assistance in the past on these issues and a total penalty of \$300 for these violations is appropriate.

Staff further requires that Action Moving must update its estimate form to include all of the required elements as described in Tariff 15-C, Item 85, and submit the updated form to commission staff for review.

COMPLETION OF ESTIMATES

Investigation

WAC 480-15-630 requires that household goods carriers “complete the estimates as required by tariff.” Staff reviewed documents for 51 moves completed by Action Moving between July 2010 and September 2010. Staff found deficiencies in Action Moving’s completion of estimates, as follows:

1. Customer’s Phone Number

Item 85(2)(d) of Tariff 15-C requires that all estimates include the customer’s phone number. This requirement provides for efficient communication between the customer and the company. Staff found that Action Moving failed to record the customer’s phone number on the estimate for the following 35 customers: Allen, Ashenbrenner, Bennett, Clendenny, Dirks, Eschwig, Frank, Gibson, Golding, Gottsch, Guess, Hall, L. Keller, T. Keller, Kramer, Lloyd, Locke, Lui, Madison, Mayer, Mellinger, Melville, Pack, Pecoraro, Philo, Quandt, Reynolds, Santiago, Schuch, Sitton, Sota, Van Dyke, Wyatt and Zissimatos.

2. Origin and Destination Details

Item 85(2)(f) of Tariff 15-C requires that all estimates include the “[o]rigin, destination and any intermediate stops for the shipment.” These details are necessary to determine the proper distance and scope of the move. Staff found that Action Moving failed to provide complete information regarding the origin or the destination of the move for the following 25 customers: Ashenbrenner, Bennett, Clendenny, Frank, Golding, Guess, Jones, L. Keller, T. Keller, Kramer, Locke, Lui, Mayer, Melinger, Pack, Pecoraro, Philo, Quandt, Reynolds, Santiago, Sitton, Sota, Van dyke, Wyatt and Zissimatos.

3. Valuation

Item 85(2)(m) of Tariff 15-C requires that all estimates include “[c]harges for loss or damage protection coverage.” A company must include any valuation charges in the estimate in order for the customer to have an accurate estimated total cost. Staff found that in the estimate completed for customer Hart, there was no valuation charge. Instead, the estimate stated “Valuation defers to original estimate.” However, there was no other estimate form included with the move documents by the company.

4. Representative’s Signature

Item 85(2)(s) of Tariff 15-C requires that all estimates include the signature “of the carrier personnel completing” the written estimate. The carrier must sign the estimate in order to demonstrate the company’s commitment to complete the move based on the estimate. Staff found that an Action Moving representative failed to sign the estimate form for the following 13 customers: Al-Abboud, Clendenny, Eschwig, Frank, Harper, Kramer, Pack, Piger, Quandt, Sarber, Waines, Warrick and Wyatt.

Previous Technical Assistance

In 2008, Jeff Gish attended a one-on-one training with commission staff, which covered Tariff 15-C and the household goods rules. Further, Action Moving representatives attended the commission's rule and tariff training in 2009, 2010 and 2011.

Findings

Staff finds that Action Moving failed to properly complete estimates as required under WAC 480-15-630 by (1) failing to include the customer's phone number on the estimate in 35 moves, (2) failing to include complete origin and destination information on the estimate in 25 moves, (3) failing to include charges for valuation on the estimate in one move, and (4) failing to include the company representative's signature on the estimate in 13 moves.

Recommendation

Staff recommends a penalty of \$100 for each aspect in which Action Moving failed to properly complete estimates as required by WAC 480-15-630. Action Moving has received substantial technical assistance in the past on these issues and a total penalty of \$400 for these violations is appropriate.

SUPPLEMENTAL ESTIMATES

Investigation

WAC 480-15-630 requires a household goods company to issue written supplemental estimates “in addition to any other estimate” when required by commission rule or tariff. WAC 480-15-630(3) further requires a household goods company to issue a supplemental estimate “if the circumstances surrounding the move change in a way that causes rates or charges to increase.”

Staff reviewed documents associated with 51 moves completed by Action Moving during the review period. Staff found that Action Moving did not issue a separate supplemental estimate in any move during the review period. However, staff finds that in two moves, Action Moving should have issued a separate supplemental estimate, as follows:

1. On July 24, 2010, Action Moving completed a move for customer Schuch. Action Moving provided a written estimate to the customer for a total of \$1,617.50. According to the bill of lading, Action Moving ultimately charged the customer a total of \$3,140.65, which equates to 194 percent of the original estimate. Action Moving did not complete a separate supplemental estimate, but did add a hand-written notation on the original estimate that states, “changes in price subject to total weight vastly different from estimate. Initial indicate agreement charges.” The customer then signed, presumably agreeing to the increase in charges.
2. On September 17, 2010, Action Moving completed a move for customer Tostenrude. Action Moving provided a written estimate to the customer for a total of \$758. According to the bill of lading, Action Moving ultimately charged the customer a total of \$1,042.25, which equates to 137 percent of the original estimate. Action Moving did not complete a separate supplemental estimate, but did add a hand-written notation on the original estimate that states, “added 1 extra man.” It is not clear when this change was made to the estimate, and there is no other customer signature to indicate a separate agreement to the change.

Previous Technical Assistance

In 2008, Jeff Gish attended a one-on-one training with commission staff, which covered Tariff 15-C and the household goods rules. Further, Action Moving representatives attended the commission’s rule and tariff training in 2009, 2010 and 2011.

Findings

Staff finds that Action Moving failed to properly complete a supplemental estimate as required under WAC 480-15-630 in two moves when the company made written notations on the original estimate form indicating a change in circumstances, but failed to complete a separate supplemental estimate form.

Recommendation

Staff recommends a penalty of \$100 for failing to properly complete supplemental estimates as required under WAC 480-15-630. Action Moving has received substantial technical assistance in the past on this issues and a total penalty of \$100 for this violations is appropriate.

FORMAT OF BILLS OF LADING

Investigation

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

Staff reviewed documents associated with 51 moves completed by Action Moving during the review period. The company issued bills of lading in all of its moves, however, the bill of lading format did not always comply with Tariff 15-C. Staff found the following deficiencies in the format in the company’s bills of lading³:

1. Binding or Non-binding Estimate

Item 95(1)(h) of Tariff 15-C requires that all bills of lading include “[a] separate section of the form that indicates whether the associated estimate is binding or nonbinding.” Nothing in commission rules or Tariff 15-C allow for a customer to “waive” receipt of an estimate. Staff found that on 41 bills of lading, the form that Action Moving used had options for binding and non-binding estimates, but also had an option for the customer that states, “I did not request a written estimate on this shipment and I understand I will be required to pay charges as shown on this contract.” The form used in these 41 moves appears to have been purchased from the Washington Movers Conference.

Previous Technical Assistance

In 2008, Jeff Gish attended a one-on-one training with commission staff, which covered Tariff 15-C and the household goods rules. Further, Action Moving representatives attended the commission’s rule and tariff training in 2009, 2010 and 2011.

In 2010, staff completed an investigation of Action Moving’s business practices. As part of that investigation, staff found Action Moving in violation of Tariff 15-C, Item 95, for including an option for customers to state that they did not request a written estimate. Staff provided Action Moving with technical assistance on this issue.

2. Valuation

Item 95(1)(k) of Tariff 15-C requires that all bills of lading include “[a] section where the customer must select . . . the type of loss and damage protection (valuation) for the shipment.” Tariff 15-C also provides the exact language of the valuation section. Staff found that in 41 bills of lading, the form that Action Moving used did not include the exact language required by Tariff 15-C. Instead,

³ See Attachment C for an example of the bill of lading form used by the company during the review period.

the form included a “depreciated value protection” option, which is not available under Tariff 15-C.

Item 95(1)(k) of Tariff 15-C also requires that the cost for both “replacement cost coverage” valuation options be based on a value of at least five dollars time the net weight of the shipment. Staff found that in 41 bills of lading, the form that Action Moving used allowed the cost of both “replacement cost coverage” valuation options to be based on a value of only \$3.50 times the net weight of the shipment.

The form used in these 41 moves appears to have been purchased from the Washington Movers Conference.

Previous Technical Assistance

In 2008, Jeff Gish attended a one-on-one training with commission staff, which covered Tariff 15-C and the household goods rules. Further, Action Moving representatives attended the commission’s rule and tariff training in 2009, 2010 and 2011.

In 2010, staff completed an investigation of Action Moving’s business practices. As part of that investigation, staff found Action Moving in violation of Tariff 15-C, Item 95, for including in its bill of lading a “depreciated value protection” option, and for offering both “replacement cost coverage” options for only \$3.50 times the net weight, as opposed to five dollars, as required under Tariff 15-C.

Findings

Staff finds that Action Moving failed to use a proper bill of lading form as required under WAC 480-15-710(3) by (1) providing a section that included an option for the customer to not request a written estimate, and (2) providing a valuation section that does not include the required language, as described in Tariff 15-C. These violations come after Action Moving has received technical assistance from commission staff on these issues.

Recommendation

Staff recommends a penalty of \$100 for each aspect in which Action Moving’s bill of lading form fails to comply with WAC 480-15-710(3). Action Moving has received substantial technical assistance in the past on these issues and a total penalty of \$200 for these violations is appropriate.

Staff further requires that Action Moving must update its bill of lading form to include all of the required elements as described in Tariff 15-C, Item 95, and submit the updated form to commission staff for approval.

COMPLETION OF BILLS OF LADING

Investigation

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

Staff reviewed documents for 51 moves completed by Action Moving during the review period. While the company issued bills of lading in all 51 moves, Action Moving did not complete the bills of lading properly in all cases. Staff found the following deficiencies in the completion of the bills of lading:

1. Carrier Signature

Item 95(1) of Tariff 15-C states that “[b]oth the carrier and the customer must sign and date the bill of lading.” Both signatures are necessary as the bill of lading represents the binding contract between the customer and the company. Staff found that an Action Moving representative failed to sign the bill of lading for the following seven customers: Ashenbrenner, Frank, Gibson, L. Keller, Melville, Pecoraro and Sota.

Previous Technical Assistance

In 2008, staff found Action Moving in violation of Item 95 of Tariff 15-C for failing to ensure that a company representative signed each bill of lading. Staff provided technical assistance to the company on that issue.

Also In 2008, Jeff Gish attended a one-on-one training with commission staff, which covered Tariff 15-C and the household goods rules. Further, Action Moving representatives attended the commission’s rule and tariff training in 2009, 2010 and 2011.

In 2010, staff completed an investigation of Action Moving’s business practices. As part of that investigation, staff found Action Moving in violation of Tariff 15-C, Item 95, for failing to ensure that an Action Moving representative signed the bill of lading in eight moves. Staff provided Action Moving with technical assistance on this issue.

2. Origin and Destination Address

Items 95(1)(d) and 95(1)(e) of Tariff 15-C require that all bills of lading include the “exact address” of the origin of the move and the destination of the move. These details are necessary to determine the proper distance and scope of the move. Staff found that Action Moving representatives failed to include a complete origin and destination address for the following ten customers: Ashenbrenner, Clendenny, Jones, T. Keller, Lui, Melville, Pecoraro, Sota, Warrick and Wyatt. Most of these moves involved transporting to or from Action Moving’s storage warehouse.

Previous Technical Assistance

In 2005, staff found Action Moving in violation of Item 95 of Tariff 15-C for failing to include a complete origin and destination address when the origin or destination was the company's warehouse.

In 2008, Jeff Gish attended a one-on-one training with commission staff, which covered Tariff 15-C and the household goods rules. Further, Action Moving representatives attended the commission's rule and tariff training in 2009, 2010 and 2011.

In 2010, staff found that Action Moving had failed to provide a complete origin and destination address in seven bills of lading, all of which involved a move to or from the company's warehouse. Staff provided technical assistance on this issue.

3. Interruptions

Item 95(1)(m) of Tariff 15-C requires the company to include "any interruption time for each employee involved in the move." A company may not bill a customer for breaks and other interruptions. Although the company's bill of lading form includes a separate space to record interruptions for breaks and meals, such interruptions were not consistently recorded. Action Moving's employees frequently worked in excess of five hours but did not record breaks. Because staff assumes Action Moving's employees take breaks as required by law, the company improperly billed the following five customers for interruptions:

- On July 20, 2010, the company completed a move for customer Lloyd in which the crew worked for 5.75 hours without a recorded break.
- On August 14, 2010, the company completed a move for customer Harper in which the crew worked for six hours without a recorded break.
- On August 19, 2010, the company completed a move for customer Guess in which the crew worked for six hours without a recorded break.
- On September 13, 2010, the company completed a move for customer Oien in which the crew worked for seven hours without a recorded break.
- On September 17, 2010, the company completed a move for customer Zissimatos in which the crew worked 6.25 hours without a recorded break.

Previous Technical Assistance

In 2008, Jeff Gish attended a one-on-one training with commission staff, which covered Tariff 15-C and the household goods rules. Further, Action Moving representatives attended the commission's rule and tariff training in 2009, 2010 and 2011.

In 2010, staff found Action Moving in violation of Item 95 of Tariff 15-C for failing to record interruptions in nine moves. Staff provided technical assistance to the company on that issue.

4. Customer Choice of Storage

Item 100(2)(a) of Tariff 15-C requires that “[t]he carrier must ensure that the customer specifically chooses Storage-in-Transit (SIT) or Permanent Storage service by signing or initialing on the bill of lading.” The type of storage must be identified in order to ensure that the company applies the correct storage charges. Staff found that Action Moving failed to ensure that the customer chose the proper form of storage for the following four customers: Melville, Reynolds, Sota and Waines.

Previous Technical Assistance

In 2008, Jeff Gish attended a one-on-one training with commission staff, which covered Tariff 15-C and the household goods rules. Further, Action Moving representatives attended the commission’s rule and tariff training in 2009, 2010 and 2011.

5. Completed Copy of Bill of Lading

WAC 480-15-710(2) requires that a household goods carrier “give the customer a **completed** copy of the bill of lading used for the customer’s shipment.” Further, Item 95(1)(n) of Tariff 15-C states that “[e]ach charge must be fully described in sufficient detail to determine if proper rates were charged according to the tariff.” Without a fully completed bill of lading, a customer may be unable to determine the proper total charge. Staff found that Action Moving did not provide sufficient detail to determine if proper rates were charged in the following four moves:

- On July 9, 2010, Action Moving completed a move for customer T. Keller in which the bill of lading does not appear to be completed. The bill of lading contained no entries for “total relocation charges” or “total amount paid.”
- On July 21, 2010, Action Moving completed a move for customer Madison in which the bill of lading does not appear to be completed. The bill of lading contained no entries for “total relocation charges” or “total amount paid.”
- On August 10, 2010, Action Moving completed a move for customer Frank in which the bill of lading does not appear to be completed. The bill of lading contained no entries for “total relocation charges” or “total amount paid.”
- On September 18, 2010, Action Moving completed a move for customer Sitton in which the bill of lading does not appear to be completed. The bill of lading contained no entries for “total relocation charges” or “total amount paid.”

Previous Technical Assistance

In 2008, Jeff Gish attended a one-on-one training with commission staff, which covered Tariff 15-C and the household goods rules. Further, Action Moving representatives attended the commission’s rule and tariff training in 2009, 2010 and 2011.

In 2010, staff found Action Moving in violation of WAC 480-15-710 and Item 95 of Tariff 15-C for failing to show bill totals on one bill of lading. Staff provided technical assistance the company on this issue.

Findings

Staff finds that Action Moving failed to properly complete bills of lading as required under WAC 480-15-710(2) by (1) failing to ensure that a company representative signed the bill of lading in seven moves, (2) failing to include complete origin and destination address on the bill of lading in ten moves, (3) failing to record interruptions on the bill of lading in five moves, (4) failing to ensure that the customer chose the proper storage option on the bill of lading in four moves, and (5) failing to complete the bill of lading, including properly totaling charges, in four moves. These violations come after Action Moving has received technical assistance regarding each of these issues except for ensuring the customer chooses the proper storage option in the bill of lading.

Recommendation

Staff recommends a penalty of \$100 for each of the five aspects in which Action Moving failed to complete bills of lading as required under WAC 480-15-710(2). Action Moving has received substantial technical assistance in the past on these issues and a total penalty of \$500 for these violations is appropriate.

IMPROPER CHARGES

Investigation

WAC 480-15-490(3) states that “[a]ll household goods carriers are required to follow the terms, conditions, rates and all other requirements imposed by the commission-published tariff.” Thus, a household good carrier may not charge for items that are not included in Tariff 15-C.

Staff reviewed documents for 51 moves completed by Action Moving during the review period. Staff found that in some instances, the company charged customers for items or services that are not included in Tariff 15-C, as follows:

- On August 19, 2010, Action Moving completed a move for customer Mayer in which the company charged the customer \$32.34 for a “dump charge.” This item does not appear in Tariff 15-C. If Action Moving completed a miscellaneous service for which there was no rate, the service was not described on the original estimate or the bill of lading.
- On September 14, 2010, Action Moving completed a move for customer Clendenny in which the company charged the customer \$15.89 for “straps” and \$150 for a “pallet” on the bill of lading. These items do not appear in Tariff 15-C.
- On September 18, 2010, Action Moving completed a move for customer Belz in which the company charged the customer \$851.29 for “used material” on the bill of lading. According to the original estimate, the customer was going to be charged the same amount for “Third Party Serv Origin.” These items do not appear in Tariff 15-C.
- On September 20, 2010, Action Moving completed a move for customer Dirks in which the company charged the customer \$200 for “Equipment, U-Haul and Labor.” There is no allowance in Tariff 15-C for additional charges for these items beyond the hourly rate offered by the company.

Previous Technical Assistance

In 2008, Jeff Gish attended a one-on-one training with commission staff, which covered Tariff 15-C and the household goods rules. Further, Action Moving representatives attended the commission’s rule and tariff training in 2009, 2010 and 2011.

In 2010, staff found Action Moving in violation of Item 95 of Tariff 15-C for charging three customers for items that are not included in Tariff 15-C. Staff provided technical assistance to the company on this issue.

Findings

Staff finds that Action Moving charged four customers for items that are not included in Tariff 15-C. This violation comes after Action Moving has received technical assistance on this issue.

Recommendation

As Action Moving has received previous technical assistance on this issue, staff recommends a penalty of \$100 for each instance that the company charged a customer for items not included in Tariff 15-C, for a total penalty of \$400.

LONG DISTANCE MOVES

Investigation

WAC 480-15-490(3) states that “[a]ll household goods carriers are required to follow the terms, conditions, rates and all other requirements imposed by the commission-published tariff.” Tariff 15-C provides for rates for long distance moves, which are described in Item 105(1) of Tariff 15-C as being those household goods moves “of 56 miles or more.” Long distance moves are charged based on mileage.

Staff found that ten moves completed by Action Moving during the review period were long distance moves. Staff found that Action Moving failed to comply with the rules associated with long distance moves, as follows:

1. Weight Ticket Documentation

Item 105(6) of Tariff 15-C requires that “[t]he weight ticket . . . must include the name of the carrier and the name of the customer.” Without proper weight ticket documentation, there is no clear connection between the ticket and a specific move. Staff found that weight tickets did not include both required names in the following eight long distance moves: Belz, Feldman, Lui, Mannix, Mellinger, Piger, Quandt and Welch.

2. Minimum Charge

Item 105(7) of Tariff 15-C requires that “[t]he minimum charge for any shipment will be calculated on a weight of seven pounds per cubic foot of properly loaded vehicle space used.” Companies are required to stay within the rate bands provided in Tariff 15-C. Staff found that in two moves, Action Moving charged below the minimum for long distance moves, as follows:

- On August 20, 2010, Action Moving completed a move for customer Mellinger in which the company charged the customer based on a 1,000 pound shipment. However, according to the inventory sheet completed at the time of the original estimate, the shipment was 210 cubic feet, which multiplied by seven, equals 1,470 pounds. As a result, the customer should have been charged for 470 more pounds.
- On August 27, 2010, Action Moving completed a move for customer Lui in which the company charged the customer based on a 2,000 pound shipment. However, according to the inventory sheet completed at the time of the original estimate, the shipment was 367 cubic feet, which multiplied by seven, equals 2,569 pounds. As a result, the customer should have been charged for 569 more pounds.

3. Expedited Move

Item 145(2) of Tariff 15-C allows a household goods carrier to treat a shipment that weighs less than 5,000 pounds as if the shipment weighed up to 5,000 pounds in order to expedite the shipment. The customer must agree to the increase in pounds, and the carrier must include a notation on the bill of lading that includes

specific language. This language is necessary to document the customer's willingness to pay a higher total that would otherwise be required. Staff found that in one move for customer Belz, the company appears to have completed the move under the expedited move rule, but failed to provide the proper notation and customer signature on the bill of lading.

Previous Technical Assistance

In 2008, Jeff Gish attended a one-on-one training with commission staff, which covered Tariff 15-C and the household goods rules. Further, Action Moving representatives attended the commission's rule and tariff training in 2009, 2010 and 2011.

Findings

Staff finds that Action Moving violated Tariff 15-C rules associated with long-distance moves by (1) failing to properly complete weight tickets in eight moves, (2) charging below the minimum rate for long-distance moves in two moves, and (3) failing to properly document an expedited move on the bill of lading in one move.

Recommendations

Staff recommends a penalty of \$100 for each aspect in which Action Moving failed to complete long-distance moves as required under WAC 480-15-490(3) and Tariff 15-C. Action Moving has received substantial technical assistance in the past on these issues and a total penalty of \$300 for these violations is appropriate.

CONTAINER PRICES

Investigation

WAC 480-15-490(3) states that “[a]ll household goods carriers are required to follow the terms, conditions, rates and all other requirements imposed by the commission-published tariff.” Thus, a household goods carrier may not charge for items that are not included in Tariff 15-C. Further, Item 225 of Tariff 15-C provides the minimum and maximum charges for containers used during a local move.

Staff reviewed documents for 51 moves completed by Action Moving during the review period and found that the company failed to charge according to the Item 225 of Tariff 15-C in three moves.

1. On August 20, 2010, Action Moving completed a move for customer Sarber in which the company charged the customer for containers below the required minimum price, as described in the following table:

Container Type	Price Charged	Minimum Price
Dish Pack	\$8.90	\$10.05
Carton Less Than 3.0 cubic feet	\$1.85	\$2.08
Carton 3.0 cubic feet	\$2.75	\$3.10
Carton 4.5 cubic feet	\$3.29	\$3.72
Wardrobe Carton	\$7.00	\$7.91
Mirror Carton	\$7.12	\$8.04

2. On September 21, 2010, Action Moving completed a move for customer Sota in which the company charged the customer for containers below the required minimum price, as described in the following table:

Container Type	Price Charged	Minimum Price
Carton Less Than 3.0 cubic feet	\$2.04	\$2.08
Carton 3.0 cubic feet	\$2.82	\$3.10
Carton 4.5 cubic feet	\$3.60	\$3.72
Mirror Carton	\$7.74	\$8.04

3. On September 23, 2010, Action Moving completed a move for customer Kramer in which the company charged the customer for containers below the required minimum price, as described in the following table:

Container Type	Price Charged	Minimum Price
Carton Less Than 3.0 cubic feet	\$1.70	\$2.08
Carton 3.0 cubic feet	\$2.35	\$3.10
Carton 4.5 cubic feet	\$3.00	\$3.72

Previous Technical Assistance

In 2008, Jeff Gish attended a one-on-one training with commission staff, which covered Tariff 15-C and the household goods rules. Further, Action Moving representatives attended the commission's rule and tariff training in 2009, 2010 and 2011.

Findings

Staff finds that Action Moving charged customers below the minimum required under Tariff 15-C for certain containers in three moves.

Recommendation

As Action Moving has received previous technical assistance on this issue, staff recommends a total penalty of \$100 for failing to only charge customers for containers at the rates as set in Tariff 15-C.

SUMMARY OF RECOMMENDATIONS

1. Staff recommends a total penalty of \$2,300 for the following violations:
 - A penalty of \$100 for each aspect in which the company's estimate form did not comply with the requirements of Tariff 15-C, for a total penalty of \$300;
 - A penalty of \$100 for each aspect in which the company failed to properly complete written estimates, for a total penalty of \$400;
 - A penalty of \$100 for failing to properly complete supplemental estimates;
 - A penalty of \$100 for each aspect in which the company's bill of lading form did not comply with the requirements of Tariff 15-C, for a total penalty of \$200;
 - A penalty of \$100 for each aspect in which the company failed to complete bills of lading according to Tariff 15-C, for a total penalty of \$500;
 - A penalty of \$100 for each instance the company charged a customer for an item not included in Tariff 15-C, for a total penalty of \$400;
 - A penalty of \$100 for each aspect in which the company failed to properly complete long-distance moves, for a total penalty of \$300; and
 - A penalty of \$100 for failing to charge customers for containers according to Tariff 15-C rates.

2. Staff requires Action Moving submit to staff an updated estimate form and an updated bill of lading form for review.

Attachment A



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

February 10, 2011

Jeffery Gish, President
Action Moving Services, Inc.
10115 Knox
Spokane, WA 99206

RE: Data Request

Dear Mr. Gish:

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

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

1. For the first 60 residential move performed **within the state of Washington** from July 1, 2010, please provide all supporting documents related to each customer's move, including, but not limited to, the bill of lading, estimate, table of measurements, supplemental estimate, inventory records, weight slips, documents related to temporary storage of the goods, and all documents related to any ancillary agreements or contracts with other businesses to conduct each move.
2. A list of all vehicles, including license and ID numbers, owned by the company or leased by the company from July 1, 2010, through December 31, 2010. For all vehicles leased by the company, please provide all equipment lease agreements.
3. A copy of the company's customer complaint and claims register, listing all complaints and claims received from July 1, 2010, through December 31, 2010, and including all documents related to each complaint and claim.

Action Moving Services, Inc.

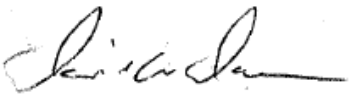
February 10, 2011

Page 2

You are required to deliver the above requested documents to commission staff no later than 5:00 p.m. on **March 3, 2011**. Please attach a copy of this letter to the documents for reference.

If you have any questions you may contact Travis Yonker, Compliance Investigator. Mr. Yonker can be reached at (360) 664-1224 or tyonker@utc.wa.gov.

Sincerely,



David W. Danner

Executive Director and Secretary

Attachment B

**ESTIMATE/ORDER FOR SERVICE
ESTIMATE**

Order: PHONE

Shipper <i>Sheryl Ashenkron</i>	Consignee	Orig Agent Action Moving Services 10115 East Knox Avenue Spokane, WA 99206 509-922-1500 (FAX) 509-924-1764
Carrier ACTION MOVING SERVICES E 10115 KNOX SPOKANE, WA 99206 509-922-1500		
Packing Loading	Delivery Unpacking	Estimate Storage

IMPORTANT NOTICE: This estimate covers only the articles and services listed. It is not a guarantee that the actual charges will not exceed the amount of the estimate. The carrier is required by law to collect transportation and other incidental charges computed on the basis of rates shown in their lawfully published tariffs, on non-binding estimates, regardless of prior rate quotations or estimates made by the carrier or its agents. Exact charges for loading, transporting, and unloading are based upon the weight of the goods transported, and such charges may not be determined prior to the time the goods are loaded on the van and weighed. Charges above 110% of the estimated charges will be billed to you 30 days after delivery.

LOCAL TRANSPORTATION & LABOR

Day	Vans	Personnel	Start	Arrive	Breaks	Depart	End	Total Hrs	Rate	Charge
7/15	1	2	12:15	1:40		4:55	5:30	5.25	89.35	469.8

CUSTOMER'S DECLARATION of VALUE

I declare this shipment to be released at a value not exceeding 60 cents per pound per article. If any article is lost, destroyed or damaged while in your mover's custody, your mover's liability is limited to the actual weight of the lost, destroyed or damaged article multiplied by 60 cents per pound per article.

Customer *Sheryl I. Ashenkron* Date *7/15/10*

Valuation is not insurance, it is a limit on the carrier's liability for loss of or damage to your goods while they are in its custody and control. In order to validate your selection, you must sign above.

TOTAL NON BINDING ESTIMATED COST .. \$

THIS ESTIMATE WAS PROVIDED OVER THE PHONE PER THE CUSTOMER'S REQUEST

METHOD OF PAYMENT: COD PPD NAT'L ACCT CREDIT CARD

Customer X *Sheryl I. Ashenkron* Date *7/15/10* Agent X *[Signature]* Date *7/15/10*

I acknowledge receipt of a copy of this Order for Service. I request the above named carrier to furnish the services described in this order, subject to the terms and conditions of the carriers household goods bill of lading issued at the time carrier takes possession of this shipment.

Customer X *Sheryl I. Ashenkron* Date *7/15/10*

ESTIMATE/ORDER FOR SERVICE

Order:

Shipper Bear Feldman ██████████ SPOKANE, WA 99208 ██████████	Consignee Bear Feldman ██████████ LYNNWOOD, WA 98037 ██████████	Orig Agent Action Moving Services 10115 East Knox Avenue Spokane, WA 99206 509-922-1500 (FAX) 509-924-1764 Contact: Jeff Gish
Book Agent Action Moving Services 10115 East Knox Avenue Spokane, WA 99206 509-922-1500 (FAX) 509-924-1764 Contact: Jeff Gish	Carrier BEKINS VAN LINES, LLC 330 S. Mannheim Rd. Hillside, IL 60162 (708) 547-2000 MC-52793 DOT-76029	
Packing Loading	Delivery Unpacking	Estimate Storage

This ESTIMATE/PROPOSAL is based on articles and services listed. In the event unknown additional services are required to effect delivery, these costs will be in addition to the amount stated below. Such services and applicable charges will be based upon the tariff rates in effect on the date of this estimate. This estimate is valid for 60 days from date of signature.

TRANSPORTATION (6,000 lb, 281 miles)

Transportation	6000	41.55	2493.00	
			-----\$	2493.00

CUSTOMER'S DECLARATION of VALUE (\$ 30,000)

Basic Coverage (60 cents per pound per article)		0.00		
Full Value (declared value 30,000)	1. \$ 0 Deductible	-----\$		198.00
	2. \$ 300 Deductible		141.00	

I declare this shipment to be released with Full Value Protection of the greater of \$30,000 or \$5.00 per pound times the actual weight (in pounds) of the shipment with no deductible. I have selected this option from those shown above.

Customer _____ Date _____

Valuation is not insurance, it is a limit on the carrier's liability for loss of or damage to your goods while they are in its custody and control. In order to validate your selection, you must sign above.

TOTAL NON BINDING ESTIMATED COST .. \$ 2,691.00

Remarks

METHOD OF PAYMENT: COD ___ PPD ___ NAT'L ACCT ___ CREDIT CARD _____

All COD charges are to be paid in cash, certified check, traveler's check or bank check (per tariff).

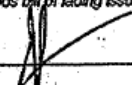
This shipment is moving under a non-binding estimate. If the charges shown on the bill of lading exceed the charges on this estimate, the carrier must release the shipment upon payment of no more than 110% and will extend credit for at least 30 days at which time the remainder is due. In no case will I be required to pay more than 125% of the estimate (plus any supplemental)

THIS ESTIMATE WAS PROVIDED OVER THE PHONE PER THE CUSTOMER'S REQUEST

METHOD OF PAYMENT: COD ___ PPD ___ NAT'L ACCT ___ CREDIT CARD _____

Customer X  Date 2/9/07 Agent X  Date 2/15/07

I acknowledge receipt of a copy of this Order for Service. I request the above named carrier to furnish the services described in this order, subject to the terms and conditions of the carriers household goods bill of lading issued at the time carrier takes possession of this shipment.

Customer X  Date 2/9/07

Attachment C



ACTION MOVING SERVICES, INC
 10115 E. Knox Avenue
 Spokane, WA 99206

HG 7807 Tel: (509) 922-1500 Fax: (509) 924-1764
 (800) 541-0571

Order 10-190
 Pack _____
 Load 7/30/10
 Del _____
 Sales _____
 Coord _____
 Job Code _____

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 <u>Jennifer Al-Abboud</u>	Customer <u>storage</u>	Address _____	Address _____
City/State/Zip <u>Spokane, WA</u>	City/State/Zip _____	H/Phone _____	Cell _____
W/Phone _____	Page _____	W/Phone _____	Page _____
email _____	email _____	Extra-Stop _____	Other _____
Add'l Pickup _____	Billing Address <u>C.O.D.</u>		

Day	Vans	Personnel	Start	Arrive	Break	Depart	End	Total Hrs	Rate	Charges
<u>7/30</u>	<u>1</u>	<u>2</u>	<u>7:15</u>	<u>8:00</u>	<u>10:30</u>	<u>1:00</u>	<u>12:15</u>	<u>5.5</u>	<u>93.75</u>	<u>528.13</u>

Storage:
 If shipment will be placed into storage, the customer must initial option selected.
 _____ 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.
 _____ Shipment is to be placed in storage for more than 90 days.
 _____ I certify that I have requested Storage-In-Vehicle for a period of _____ days at an agreed upon rate of \$ _____ per day.

Storage in Transit

Trans to/from	Whse	Handling in/out	Add'l Valuation \$
_____ lbs at _____ Cwt	_____ lbs at _____ Cwt	_____ lbs at _____ Cwt	_____ at _____ per \$100

Permanent Storage

Labor	Storage per month	Whse Handling in/out	Add'l Valuation \$
_____ at _____ per hour	_____ lbs at _____ Cwt	_____ lbs at _____ Cwt	_____ at _____ per \$100

Pickup/Load Vaults

Over-sized Items	Storage
_____ at _____ ea	_____ months _____ per month

Delivery of Vaults

Mileage-Rated Moves:

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		

Materials/Additional Services:

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

Declarations (Customer's Initial Preferences)

PK Rights and Responsibilities Guide: The carrier gave me, or I declined a copy of the brochure "Your Rights and Responsibilities as a Moving Customer".

PK 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/\$300 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.

PK 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 binding estimate and that I will be required to pay the amount shown on the estimate.
 I understand this shipment is moving under a non-binding estimate. If the charges shown on the bill of lading exceed the charges on the non-binding estimate given me by the carrier, the carrier must release the shipment to me upon payment of no more than 110% of the estimated charges and will extend credit for 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.

Subtotal Moving, Packing, Materials, Storage Charges	<u>328.13</u>
Stg 811-881	<u>21.42</u>
Additional Valuation	<u>40.16</u>
Whsc	<u>389.71</u>
C.O.D. Total Relocation Charges	<u>328.13</u>
Total Amount Paid	_____
Balance Due	_____

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

Comments _____

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: Jennifer Al-Abboud Date 7/30/2010
 Receipt for Goods/Driver: _____ Date 7/30/2010

All goods were received in good condition, except as noted on this contract or on the inventory form.
 Receipt for Goods/Customer: _____ Date _____