



Investigation Report

Olympic Moving & Storage, Inc. d/b/a Olympic Movers

TV-122004

Rayne Pearson
Compliance Investigations

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TABLE OF CONTENTS

Purpose, Scope, and Authority.....	3
Executive Summary	4
Background	9
Investigation.....	11
Inspection of Documents	13
Estimates	14
Supplemental Estimates	17
Cube Sheets.....	18
Bills of Lading – Completion	19
Tariff Rates and Charges	22
Additional Information	24
Summary of Recommendations	26
Appendices	

PURPOSE, SCOPE AND AUTHORITY

Purpose

Olympic Moving & Storage, Inc., d/b/a Olympic Movers (Olympic 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 rules.

Scope

The scope of this investigation focuses on intrastate transportation of household goods in Washington by Olympic Movers and the company's compliance with state laws and commission rules.

Authority

Staff conducts this investigation pursuant to Revised Code of Washington (RCW) 81.04.070, RCW 81.80.130, and RCW 81.80.330. Chapter 81.80 RCW gives the commission authority to regulate companies that transport household goods within the state of Washington.

Staff

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EXECUTIVE SUMMARY

Staff initiated this investigation into the business practices of Olympic Movers after receiving information that the company was charging a four-hour minimum for hourly-rated moves in violation of commission rules and Household Goods Tariff 15-C.

On Sept. 26, 2012, staff sent a data request to Olympic Movers requesting copies of all move documents for intrastate residential moves performed from June 1 to Aug. 31, 2012. After requesting an extension, the company provided copies of documents for 76 residential moves. Staff discovered that some of the documents appeared altered. For example, some of the estimate forms had squares of paper taped over a hand-written notation of “4 hour minimum.” Other forms contained information that had been covered with white correction tape or white correction fluid. After discovering the apparent alterations, staff went to the company’s headquarters in Olympia on Nov. 2, 2012, and collected the original documents for moves performed from June 1 to Aug. 31, 2012. The company turned over documents for 119 moves, 43 more than originally provided.

A review of the move documents showed a pattern of overcharges, which prompted staff to return to the company’s offices in Olympia, Federal Way, and Lakewood to retrieve additional move documents both from prior years and for moves performed in March 2013. Based on a review of the additional documents, staff found that the company’s overcharging was deliberate and longstanding, demonstrating a pattern of deceptive business practices.

On Oct. 17, 2013, Consumer Protection staff received commission-referred consumer complaint #118930 against Olympic Movers. The company initially provided copies of move documents in response to the complaints, and then subsequently provided original documents at staff’s request. A review of the original documents revealed that more than a dozen sections were whited out with correction fluid and multiple charges were added to the company’s copy of the bill of lading that did not appear on the customer’s copy.

Staff finds that Olympic Movers violated commission laws and rules, as well as Household Goods Tariff 15-C, as follows:

Inspection of documents

- Failure to provide all documents required for inspection in violation of RCW 81.04.070.
- Failure to provide true and correct documents for inspection in violation of RCW 81.04.070.

Estimates

- Improperly billing travel time prior to performing an estimate in violation of WAC 480-15-490 and Tariff 15-C, Item 230.

- Failure to bill accurate travel time in violation of WAC 480-15-490 and Tariff 15-C, Item 230.
- Failure to obtain the customer's signature to acknowledge receipt of "Your Guide to Moving in the Washington State," in violation of WAC 480-15-620, Tariff 15-C, Item 85.
- Failure to complete the customer information section, including the customer's contact and the destination of the shipment, in violation of WAC 480-15-630, Tariff 15-C, Item 85.
- Failure to complete a cube sheet inventory in connection with each move in violation of WAC 480-15-630, Tariff 15-C, Item 85.
- Failure to obtain the customer's initials next to the chosen valuation option on the estimate in violation of WAC 480-15-630, Tariff 15-C, Item 85.
- Failure to obtain the customer's initials to indicate whether the estimate was binding or non-binding in violation of WAC 480-15-630, Tariff 15-C, Item 85.
- Failure to obtain the customer's signature and/or date signed on the estimate in violation of WAC 480-15-630, Tariff 15-C, Item 85.
- Falsifying the date next to the estimator's signature (backdating) to enable the company to bill travel time to the origin address in violation of WAC 480-15-630, Tariff 15-C, Item 85.
- Failure to complete a supplemental estimate when circumstances surrounding a move changed in violation of WAC 480-15-660.
- Failure to complete a supplemental estimate with a description of services and associated charges in violation of Tariff 15-C, Item 85.
- Failure to include the company and/or customer's signature and date on a supplemental estimate in violation of WAC 480-15-660, Tariff 15-C, Item 85.

Bills of Lading

- Failure to obtain both a signature and date signed for the carrier and the customer in violation of WAC 480-15-710, Tariff 15-C, Item 95.
- Failure to include the customer's telephone number in violation of WAC 480-15-710, Tariff 15-C, Item 95.
- Failure to include the exact destination address in violation of WAC 480-15-710, Tariff 15-C, Item 95.
- Failure to obtain the customer's initials to indicate whether the estimate was binding or non-binding in violation of WAC 480-15-710, Tariff 15-C, Item 95.
- Failure to obtain the customer's initials next to the chosen valuation option in violation of WAC 480-15-710, Tariff 15-C, Item 95.
- Failure to include the start, stop and any interruption times for each employee involved in the move in violation of WAC 480-15-490, Tariff 15-C, Item 95
- Failure to describe each charge in sufficient detail to establish whether proper rates were charged in violation of WAC 480-15-710, Tariff 15-C, Item 95.

- Failure to use correct language on the back of the bill of lading in violation of WAC 480-15-710, Tariff 15-C, Item 95(2).

Tariff Rates and Charges

- Failure to bill correct mileage rates in violation of WAC 480-15-490, Tariff 15-C, Item 200.
- Failure to include any interruption time in violation of WAC 480-15-490, Tariff 15-C, Item 230.
- Failure to charge correct rates for containers in violation of WAC 480-15-490, Tariff 15-C, Items 195, 196, and 225.
- Failure to correctly identify hourly minimum charges in violation of WAC 480-15-490, Tariff 15-C, Item 230.
- Failure to bill correct rates in violation of WAC 480-15-490.

Recommendation

Staff recommends the commission issue a formal complaint seeking to cancel the company's household goods permit and assessing a total penalty of up to \$115,500 for the following violations:

Inspection of Documents

- Up to \$43,000 for 43 violations of RCW 80.04.070 for failing to provide all move documents initially requested.
- Up to \$53,000 for 53 violations of RCW 80.04.070 for failing to initially provide true and correct documents when requested.
- Up to \$12,000 for 12 violations of RCW 80.04.070 for failing to initially provide true and correct documents when requested in connection with commission-referred consumer complaint #118930.

Estimates

- \$4,300 for 43 violations of WAC 480-15-490 and Tariff 15-C, Item 230 for improperly billing travel time prior to performing an estimate.
- \$800 for eight violations of WAC 480-15-490, Tariff 15-C, Item 230 for failing to accurately bill travel time.
- \$100 for violations of WAC 480-15-620, Tariff 15-C, Item 85(2)(c) for failing to obtain the customer's signature acknowledging receipt of "Your Guide to Moving in the Washington State."
- \$100 for violations of WAC 480-15-630, Tariff 15-C, Item 85(2)(d) for failing to complete the customer's name, phone number and address on the estimate.
- \$100 for violations of WAC 480-15-630, Tariff 15-C, Item 85(2)(e) for failing to list the customer's contact person on the estimate form.
- \$100 for violations of WAC 480-15-630, Tariff 15-C, Item 85(2)(f) for failing to complete the destination address on the estimate form.

- \$100 for violations of WAC 480-15-630, Tariff 15-C, Item 85(2)(m) for failing to obtain the customer's initials next to the chosen valuation option.
- \$100 for violations of WAC 480-15-630, Tariff 15-C, Item 85(2)(p)(q) for failing to obtain the customer's initials indicating the selection of a binding or non-binding estimate.
- \$100 for violations of WAC 480-15-630, Tariff 15-C, Item 85(2)(s) for failing to obtain the company and/or customer's signature and date.
- \$100 for violations of WAC 480-15-660, Tariff 15-C, Item 85(3) for failing to complete a supplemental estimate.

Estimates - Cube Sheets

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

Bills of Lading

- \$100 for violations of WAC 480-15-710, Tariff 15-C, Item 95(1) for failing to obtain both the carrier and the customer's signature and date.
- \$100 for violations of WAC 480-15-710, Tariff 15-C, Item 95(1)(b) for failing to include the customer's telephone number.
- \$100 for violations of WAC 480-15-710, Tariff 15-C, Item 95(1)(e) for failing to include the exact address of the destination of the move.
- \$100 for violations of WAC 480-15-710, Tariff 15-C, Item 95(1)(h) for failing to obtain the customer's initials to indicate whether the associated estimate was binding or non-binding.
- \$100 for violations of WAC 480-15-710, Tariff 15-C, Item 95(1)(k) for failing to obtain the customer's initials next to the chosen valuation.
- \$100 for violations of WAC 480-15-710, Tariff 15-C, Item 95(1)(m) for failing to include start, stop, and interruption times for each employee involved in the move.
- \$100 for violations of WAC 480-15-710, Tariff 15-C, Item 95(1)(n) for failing to describe each charge in sufficient detail to determine if proper rates were charged.
- \$100 for violations of WAC 480-15-710, Tariff 15-C, Item 95(2) for failing to use correct language on the back of the bill of lading.

Tariff Rates and Charges

- \$100 for violations of WAC 480-15-490, Tariff 15-C, Item 200 for failing to charge correct mileage rates.
- \$100 for violations of WAC 480-15-490, Tariff 15-C, Items 195 and 196 for failing to charge correct rates for containers used in long distance moves.
- \$100 for violations of WAC 480-15-490, Tariff 15-C, Item 225 for failing to charge correct rates for containers used in local moves.
- \$100 for a violation of WAC 480-15-490, for failing to charge correct rates by improperly billing for paper.

- \$100 for violations of WAC 480-15-490, Tariff 15-C, Item 230(3), for quoting a two or four-hour minimum.
- \$100 for violations of WAC 480-15-490, Tariff 15-C, Item 230(2) for failing to include interruption times.
- \$100 for violations of WAC-15-490, for failing to charge correct rates by improperly collecting taxes.

In addition to penalties, staff recommends the commission cancel Olympic Movers' household goods permit. WAC 480-15-450(1) provides that the commission may cancel a carrier's permit for good cause, and staff specifically relies on the following provisions:

- WAC 480-15-450(1)(e), Failing or refusing to comply with applicable laws and commission rules pertaining to operations of household goods carriers...
- WAC 480-15-450(1)(f), Failing to supply information necessary to the commission for the performance of its regulatory functions when the commission requests the carrier to do so.
- WAC 480-15-450(1)(g), Submitting false, misleading or inaccurate information.
- WAC 480-15-450(1)(i), Operating in a manner that constitutes unfair or deceptive business practices.

Finally, staff recommends that Olympic Movers issue refunds totaling \$5,450.24 to its customers for monies collected through incorrectly billed services and travel time.

Staff will also forward this investigation report to the Thurston County Prosecutor's Office for further investigation.

BACKGROUND

Corporate Structure

Olympic Moving & Storage, Inc. was registered with the State of Washington on July 20, 1994. The governing structure is as follows: Kris O'Bannon, President/Chairman; Lauri O'Bannon, Vice President; Jillian Ihly, Vice President/Secretary; and Mandi Beale, Treasurer and Registered Agent. Olympic Movers is owned in equal shares by Kris and Lauri O'Bannon. Kris O'Bannon and Lauri O'Bannon are husband and wife. Ms. Ihly and Ms. Beale are their daughters.

Other companies registered with the Secretary of State under Kris O'Bannon's name with similar governing structures are: Olympic Moving and Storage II, LLC, d/b/a Tim's Moving and Storage, and Nowadnick and Sons, Inc., d/b/a Olympic Moving and Storage III. All companies currently have an "active" status with the Washington Secretary of State.¹

Company History

Olympic Movers has held an active household goods carrier permit with the commission since Feb. 19, 1999. The O'Bannons also own Olympic Moving and Storage II, LLC, d/b/a Tim's Moving and Storage, Nowadnick and Sons, Inc., d/b/a Olympic Moving and Storage III, Bellingham Transfer, Northwest Movers, LLC, d/b/a Bekins Northwest, and Northwest Movers Central LLC, d/b/a Bekins Northwest. Inactive household goods companies owned by Kris and/or Lauri O'Bannon and formerly registered with the commission include: Cascade Movers of Washington; Cascade Relocation Systems, Inc.; Kris O'Bannon; and Olympic Moving & Storage.

Compliance History

Enforcement actions against the O'Bannons include two penalty assessments for violations of WAC 480-015-187, which requires companies file an application with the commission prior to transferring or acquiring control of an existing household goods permit. On Aug. 16, 2013, the commission issued a \$4,700 penalty assessment in Docket TV-131510, for 47 violations of WAC 480-15-187, when the O'Bannons failed to notify the commission of the acquisition of three locations operated by Bekins Moving and Storage Company on July 1, 2013. A second penalty assessment of \$7,000 was issued against the O'Bannons in Docket TV-140170, for 70 violations of WAC 480-015-187, when they again allegedly failed to notify the commission after acquiring another company, Action Moving Services, Inc., on Nov. 22, 2013. This case is pending.

The commission received eight informal consumer complaints about Olympic Movers between October 2000 and August 2010. Following investigations by commission staff, four complaints were closed with a disposition of "consumer upheld," three were closed with a

¹ See Attachment A, Secretary of State records of Incorporation for the three Olympic Movers companies.

disposition of “company upheld,” and one was closed with a disposition of “company upheld with violations.”

Household Goods Carrier Training

In 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.

To assist permitted companies with understanding and implementing these changes, the commission began providing rule and tariff training sessions for all interested parties. The commission continues to provide this training to permitted companies, as well as new entrants, on a quarterly basis. Ms. Beale attended this training on Nov. 4, 2008, in Olympia.

Company Information

Intrastate revenue for all moving companies owed by the O’Bannons as reflected in annual reports filed with the commission through 2012 is as follows:

Reporting Year	Gross Revenue
2009	\$638,8352
2010	\$687,737
2011	\$825,665
2012	\$846,927

Additionally, the O’Bannon’s acquired three of four locations previously operated by Bekins Moving & Storage Company. The 2012 gross intrastate operating revenues for the four locations combined, as reported in the company’s annual report, was \$9,853,151. Due to the O’Bannons’ recent acquisitions, 2013 intrastate revenue is expected to be significantly higher.

Investigation

Staff initiated this investigation into the business practices of Olympic Movers based on information received from a commission employee that Olympic Movers quoted a four-hour minimum for a local move on May 30, 2012. The employee identified herself as a compliance investigator with the commission and told the representative from Olympic Movers that the minimum rate for an hourly move is one hour. When the representative disagreed, the commission employee suggested Olympic Movers review their household goods tariff, which prescribes a one-hour minimum.

During the commission employee’s move, she asked Olympic Movers why they were billing one hour of time to drive approximately nine miles to her home. The company representative’s response was that she was billed from the time they began loading their moving equipment and tools into the moving truck that morning, not just for the drive time.

This investigation was initiated to review the company’s business practices.

INVESTIGATION

Data Request

On Sept. 6, 2012, staff requested the following records and information from Olympic Movers:

1. For every intrastate residential move performed from June 1, 2012, through Aug. 31, 2012, 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 any 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 June 1, 2012, through Aug. 31, 2012, 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 Olympic Movers by Oct. 4, 2012. Staff received a voicemail from Mandi Beale of Olympic Movers on Oct. 2 requesting an extension. Ms. Beale explained that there were a lot of move documents and she wanted to ensure copies of each document for the time period requested were provided. Staff granted the request and extended the due date until Oct. 11, 2012.

On Oct. 11, Ms. Beale delivered to the commission copies of move documents for 76 moves performed between June 1 and Aug. 31, 2012.

While reviewing the documents, staff found that several forms appeared to be altered copies, which were then used to make additional copies. For example, there were forms that had squares of plain white paper taped over a section that read "4 hour minimum." Other documents contained information that had been covered with white correction tape or white correction fluid. Staff brought the altered documents to Sharon Wallace, Assistant Director, Consumer Protection and Communications.

Ms. Wallace contacted Jillian Ilhy, Olympic Movers' vice president, on Nov. 2, 2012, and advised her that there was a problem with the move document copies. Ms. Wallace then informed Ms. Ilhy that she and Richard Smith from the commission's Motor Carrier Safety section would be arriving at the company's Olympia site within 30 minutes to pick up all original move documents for the period of June 1 to Aug. 31, 2012.

Ms. Wallace retrieved 119 original move documents. Documents for four of the moves initially provided in response to the data request were missing from the seizure of original documents. Several days later, staff received another original move document from the

company and found that it too had been altered and copied in an attempt to conceal violations.

Ms. Wallace contacted Kris O'Bannon, owner of Olympic Movers, to inquire about the altered documents. Ms. Wallace told Mr. O'Bannon that original documents had been altered to cover up misinformation, errors and incorrect rates; copies were made; and that the copies had then been sent to the commission. Mr. O'Bannon admitted he recently found out that the documents had been altered, but stated he had no prior knowledge. He requested a meeting with staff.

On Nov. 9, 2012, commission staff Sharon Wallace and Lynda Holloway met with Kris O'Bannon and Mandi Beale from Olympic Movers. Ms. Wallace showed Mr. O'Bannon several original move documents that were altered, copied, and subsequently provided to the commission. Ms. Beale confessed to having altered the documents. Mr. O'Bannon stated again that he had no knowledge of her actions. During that meeting, staff discussed the underlying violations that the company attempted to cover up, and provided technical assistance about properly completing the company's forms. Ms. Beale acknowledged that she was aware the company's practices violated commission rules, and that she altered the documents to feign compliance.

Almost one year later, on Oct. 17, 2013, Consumer Protection staff received commission-referred consumer complaint #118930 against Olympic Movers, concerning a delayed shipment of household goods. On Oct. 20, 2013, Ms. Beale provided scanned copies of the customer's move documents. On Nov. 14, 2013, the consumer provided copies of the same documents, which were markedly different from those provided by the company. On Jan. 14, 2014, staff requested that Ms. Beale provide original documents for the move. A review of the original documents revealed that more than a dozen sections were whited out with correction fluid and multiple charges were added to the company's copy of the bill of lading that did not appear on the customer's copy. Staff recorded 12 violations of commission rules and Tariff 15-C for altering move documents to conceal violations, and retained the original documents for inclusion in this investigation.

In total, staff received 123 original move documents, four of which were non-jurisdictional. Staff used the documents and information related to the 119 jurisdictional moves to conduct its investigation of the company's business practices.

INSPECTION OF DOCUMENTS

RCW 80.04.070 gives the commission the right to inspect the books, papers and documents of any public service company.

Olympic Movers failed to provide copies of documents related to 43 household goods moves performed during the review period. Staff obtained the missing documents during a visit to the company's headquarters on Nov. 2, 2012. In addition, 53 of the 119 sets of move documents reviewed contained alterations made by the company in an attempt to conceal violations of commission rules and Tariff 15-C. Company representatives also cut and pasted copies of customers' signatures from one part of a form to another, and covered incorrect information with white correction tape or white correction fluid. Finally, the original move documents provided in connection with commission-referred consumer complaint #118930 contained 12 alterations made by the company in an attempt to conceal violations of commission rules and Tariff 15-C.

Recommendation

For violations of RCW 80.04.070, staff recommends a total penalty of up to \$108,000, as follows:

- Up to \$1,000 for each of the 43 violations of RCW 80.04.070 for failing to provide copies of all move documents between June 1 and Aug. 31, 2012, for total potential penalty of \$43,000.
- Up to \$1,000 for each of the 53 violations of 80.04.070 for falsifying or altering original move documents before providing them to the commission in response to staff's Sept. 26, 2012, data request, for a total potential penalty of \$53,000.
- Up to \$1,000 for each of the 12 violations of 80.04.070 for altering original move documents before providing them to the commission in connection with commission-referred consumer complaint #118930, for a total potential penalty of \$12,000.

The commission's enforcement policy is to provide comprehensive technical assistance for first-time rule violations; penalties are typically not incurred until the same violations are repeated. Had Olympic Movers provided the requested documents in their unaltered form, this investigation would have likely resulted in technical assistance only. The attempted cover up, however, demonstrated both the company's intention to deceive the commission about the true nature of its business practices, as well as the company's knowledge that its business practices violated commission rules. Because these violations were both intentional and egregious, staff believes the maximum penalty is warranted. Violations of this nature frustrate the commission's ability to regulate in the public interest; moreover, this type of behavior speaks directly to the company's overall fitness to engage in business as a household goods carrier.

ESTIMATES – FORMAT AND COMPLETION

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

Tariff 15-C, Item 230(4) requires carriers to bill travel time in one of two ways for hourly rated moves: for actual time beginning when the moving vehicle leaves the terminal until the vehicle arrives at the origin address, or a flat amount (e.g. 15 minutes each way, regardless of actual travel time). Either way, the carrier is required to bill the customer for travel time between the terminal and the origin of the move. If the carrier performs the estimate on the day of the move, however, the move does not technically begin until the estimate is complete. In those circumstances, the carrier may not charge for travel time to the origin of the move.²

For 43 of the 119 moves reviewed, Olympic Movers performed the estimate on the day of the move and billed for travel time to the origin address. For each of these moves, the customer dated the estimate on the day of the move, but the company's personnel noted a date several days earlier. Staff randomly surveyed three of these customers, and each confirmed that the estimate was not completed or signed by them until the day of the move.³ Olympic Movers' apparent practice of backdating estimates demonstrates the company's knowledge that billing for travel time when the estimate is performed on the day of the move is prohibited by commission rules. A list of the 43 customers improperly billed for travel time is included in Appendix C.

In addition, Olympic Movers billed customers excessive travel time, as follows:

- Customer Adams was billed 2 hours and 45 minutes of travel time for 42 miles of travel.
- Customer Pearson was billed 1 hour of travel time for 9 miles of travel.
- Customer Andrews was billed 30 minutes of travel time for 3.1 miles of travel.

² WAC 480-15-630(8) was amended effective Dec. 16, 2013, to include the following language: "If the carrier completes the estimate on the day of the move, the carrier may not charge the customer for travel time to the point of origin or the time spent completing the estimate." The new language reflects staff's longstanding interpretation and application of the rule. Because this provision was not codified at the time the violations cited in this report occurred, staff instead cites violations of WAC 480-15-630, failure to provide an estimate prior to the move.

³ Appendix C provides a chart showing the dates the estimate was signed by both parties and the charges to the customer for travel time. Also included are customers who were charged excessive travel time, as well as recommended refund amounts for each of the 51 affected customers.

- Customer Walter was billed 1 hour of travel time for 10 miles of travel.
- Customer Taylor was billed 1.5 hours of travel time for 30 miles of travel.
- Customer Strickland was billed 1.5 hours of travel time for 14 miles of travel.

Olympic Movers also failed to complete its estimates correctly. Staff found the following violations of Tariff 15-C, Item 85:

- For 12 of the 119 moves, the company failed to obtain the customer's signature to acknowledge receipt of "Your Guide to Moving in Washington State" in violation of Tariff 15-C, Item 85(2)(c).
- For seven of the 119 moves, the company failed to complete the customer's name, phone number, and address on the estimate in violation of Tariff 15-C, Item 85(2)(d).
- For five of the 119 moves, the company failed to list the customer's contact information on the estimate form, in violation of Tariff 15-C, Item 85(2)(e).
- For three of the 119 moves, the company failed to complete the destination address in violation of Tariff 15-C, Item 85(2)(f).
- For 63 of the 119 moves, the company failed to obtain the customer's initials next to the chosen valuation option, in violation of Tariff 15-C, Item 85(2)(m).
- For 12 of the 119 moves, the company failed to obtain the customer's initials indicating the selection of a binding or non-binding estimate, in violation of Tariff 15-C, Item 85(2)(p)(q).
- For 26 of the 119 moves, the company failed to obtain the company's and/or customer's signature and date, in violation of Tariff 15-C, Item 85(2)(s).

Recommendation

Staff recommends a total penalty of \$5,800 for 179 violations of WAC 480-15-490, Tariff 15-C, Item 230, and WAC 480-15-630, Tariff 15-C, Item 85, as follows:

- \$4,300 for 43 violations of Tariff 15-C, Item 230(4): improperly billing travel time prior to performing an estimate.
- \$800 for eight violations of Tariff 15-C, Item 230(4): failure to bill actual or flat rate travel time.
- \$100 for violations of Tariff 15-C, Item 85(2)(c): failure to obtain the customer's signature to acknowledge receipt of "Your Guide to Moving in Washington State."
- \$100 for violations of Tariff 15-C, Item 85(2)(d): failure to complete the customer's name, phone number, and address.
- \$100 for violations of Tariff 15-C, Item 85(2)(e): failure to list the customer's contact person on the estimate form.
- \$100 for violations of Tariff 15-C, Item 85(2)(f): failure to complete the destination address.
- \$100 for violations of Tariff 15-C, Item 85(2)(m): failure to obtain the customer's initials next to the chosen valuation option.

- \$100 for violations of Tariff 15-C, Item 85(2)(p)(q): failure to obtain the customer's initials indicating the selection of a binding or non-binding estimate.
- \$100 for violations of Tariff 15-C, Item 85(2)(s): failure to obtain the company and/or customer's signature and date.

Staff also recommends that Olympic Movers issue a total of \$3,297 in credits to its customers for monies collected from incorrectly billed travel time, as documented in Appendix C.

SUPPLEMENTAL ESTIMATES

WAC 480-15-630 requires household goods carriers to issue an estimate prior to every move. In addition, the rule requires a company to issue a supplemental estimate if circumstances surrounding the move change causing the cost of the move to exceed 125 percent of the original estimate. A supplemental estimate is a document separate from the original estimate that lists a complete description of the additional products or services to be provided and the associated charges. WAC 480-15-660 requires household goods carriers to provide a supplemental estimate if the circumstances surrounding the move change in a way that increases the charges.

Olympic Movers failed to correctly complete its supplemental estimates. The five moves that required supplemental estimates contained the following rule and tariff violations:

- For two of the moves, the company failed to complete a supplemental estimate when required in violation of WAC 480-15-660.
- For one move the company issued a supplemental estimate but failed to complete the required description of services and associated charges in violation of Tariff 15-C, Item 85(3)(e).
- For two moves, the company issued a supplemental estimate, but failed to obtain the company's and/or customer's signature and date in violation of Tariff 15-C, Item 85(3)(f).

Recommendation

Staff recommends penalties of \$300 for five violations of WAC 480-15-660, Tariff 15-C, Item 85, as follows:

- \$100 for violations of WAC 480-15-660, Tariff 15-C, Item 85(3) for failing to complete a supplemental estimate when the circumstances surrounding the move changed.
- \$100 for one violation of Tariff 15-C, Item 85(3)(e) for failure to complete a supplemental estimate with a description of services and associated charges.
- \$100 for violations of Tariff 15-C, Item 85(3)(f) for failing to obtain the company and/or customer's signature and date on the supplemental estimate..

CUBE SHEETS

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

For 18 of the 119 moves reviewed, the company failed to issue a completed cube sheet inventory in connection with the estimate in violation of Tariff 15-C, Item 85(g).

Recommendation

Staff recommends a penalty of \$100 for 18 violations of WAC 480-15-630, Tariff 15-C, Item 85(2)(g) for failing to complete a cube sheet in connection with every move.

BILLS OF LADING – COMPLETION

WAC 480-15-710 requires a household goods company to issue a properly completed bill of lading for every move. The bill of lading must include all of the requirements listed in Tariff 15-C, Item 95. The bill of lading provides an itemized overview of all charges related to a move. The back of the bill of lading discloses specific language regarding the terms and conditions of the contract. All of this information is required to ensure consumers are aware of their legal rights and obligations.

For the 119 moves reviewed, staff found the following violations of Tariff 15-C, Item 95:

- For 16 of the moves, the company failed to obtain both the carrier personnel's and customer's signature and date signed in violation of Tariff 15-C, Item 95(1).
- For 15 of the moves, the company failed to include the customer's telephone number in violation of Tariff 15-C, Item 95(1)(b).
- For two of the moves, the company failed to include the exact address of the destination in violation of Tariff 15-C, Item 95(1)(e).
- For seven of the moves, the company failed to obtain the customer's initials next to the selection indicating whether the associated estimate was binding or non-binding in violation of Tariff 15-C, Item 95(1)(h).
- For six of the moves, the company failed to obtain the customer's initials next to the chosen valuation option in violation of Tariff 15-C, Item 95(1)(k).
- For four of the moves, the company failed to include start, stop, and interruption times for each employee involved in the move in violation of WAC 480-15-710, Tariff 15-C, Item 95(1)(m).
- For two of the moves, the company failed to describe each charge in sufficient detail to determine if proper rates were charged in violation of WAC 480-15-710, Tariff 15-C, Item 95(1)(n).

For two of the moves, Olympic Movers used improper bill of lading forms that contained omissions and additional language inconsistent with the requirements of Tariff 15-C.

One bill of lading form used by Olympic Movers omitted the following in Section 1.(A):

“The carrier is liable directly to the customer for loss and damage regardless of any cargo policies the carrier may have.

Customers may include the following items in a shipment, however, the carrier is not responsible for the condition or safe delivery of:

- Coins, currency, deeds, notes, postage stamps, letters, drafts or valuable papers of any kind.
- Jewelry, precious stones, or precious metals.

- Items of extraordinary value.
- Items requiring temperature control.
- Household pets.
- Live plants.
- Perishable items.
- Furniture or other items made of pressboard, particle board or similar pressed material.

Carriers will not accept the following items for shipment:

1. Explosives.
2. Dangerous goods.
3. Property liable to damage carrier equipment or property.

The customer assumes all liability for goods he/she leaves unattended before pickup by the carrier. The customer also assumes all liability for goods when the customer directs the carrier, in writing, to unload or deliver property at a location that will be unattended.”

On that same form, Section 2 included an additional valuation option titled, “Depreciated Value Protection.” No such option is allowed by Tariff 15-C.

Additionally, Sections 5 and 6 were missing required language and included additional terms and conditions not found in Tariff 15-C, Item 95(2). Olympic Movers must use the following contract terms and conditions in Sections 5 and 6 of its bill of lading:

SECTION 5.

- (A) A carrier may place a shipment into storage at the public warehouse nearest the point of the destination if the carrier is unable to make a delivery because:
1. The carrier was unable to locate a customer at the address on the bill of lading or the correct address if known by the carrier.
 2. The customer refused or was unable to accept delivery.
 3. The customer (for shipment moving on a non-binding estimate) was unable or refused to pay up to 110 percent of the amount of the original estimate plus supplements, if any.
- (B) The carrier’s liability as a common carrier ends with delivery to the public warehouse. The shipment becomes subject to the warehouse’s liability, terms, and conditions.
- (C) The carrier must notify the customer by every means of contact the carrier has for the customer, including telephone, e-mail, and fax, and the carrier must mail or deliver a written notice to the destination address advising that it was unable to make delivery and advising the customer of the name, address, e-mail address, if applicable, and telephone number of the warehouse where the shipment is stored.

(D) If the customer does not receive or claim the shipment within 30 days after the carrier mailed or delivered the written notice required in tariff Item 40(3), the shipment becomes subject to disposition by the carrier in accordance with the Washington State Uniform Commercial Code, Chapter 62A.7 RCW.

SECTION 6. To receive compensation for a claim for loss, damage, overcharge, injury or delay, the customer must file a written claim with the carrier within nine months after delivery. In case of failure to make delivery, the claim must be filed within nine months after a reasonable time for delivery has elapsed. Claims must contain sufficient information to identify the property involved. A copy of the original paid transportation bill, bill of lading contract or shipping receipt should accompany the written claim.

A second bill of lading form omitted language from Section 6, in violation of Tariff 15-C, Item 95(2). The last sentence should read: "A copy of the original paid transportation bill, bill of lading contract or shipping receipt should accompany the written claim."

The bill of lading form must include all information required by Tariff 15-C, Item 95, as outlined above. The back of the bill of lading form must not include additional language, apart from Tariff 15-C, Item 95. The company must obtain all required signatures, initials, and dates from customers and carrier representatives.

Recommendation

Staff recommends penalties of \$700 for 54 violations of WAC 480-15-710, Tariff 15-C, Item 95, as follows:

- \$100 for violations of Tariff 15-C, Item 95(1): failure to obtain both the company personnel's and customer's signature and date signed.
- \$100 for violations of Tariff 15-C, Item 95(1)(b): failure to include the customer's telephone number.
- \$100 for violations of Tariff 15-C, Item 95(1)(e): failure to include the exact destination address.
- \$100 for violations of Tariff 15-C, Item 95(1)(h): failure to obtain the customer's initials to indicate whether the associated estimate was binding or non-binding.
- \$100 for violations of Tariff 15-C, Item 95(1)(k): failure to obtain the customer's initials next to the chosen valuation option.
- \$100 for violations of Tariff 15-C, Item 95(1)(m): failure to include the start, stop and any interruption time for each employee involved in the move.
- \$100 for violations of WAC 480-15-710, Tariff 15-C, Item 95(1)(n): failure to describe each charge in sufficient detail to determine if proper rates were charged.
- \$100 for violations of WAC 480-15-710, Tariff 15-C, Item 95(2): failure to include required contract terms and conditions of the back of the bill of lading.

TARIFF RATES AND CHARGES

WAC 480-15-490(3) requires all household goods carriers to follow the terms, conditions, rates and all other requirements set forth in Tariff 15-C.

Hourly Minimums

Item 230(7) requires minimum charges for hourly rated moves, including a minimum of one hour for moves performed Monday through Friday between 8:00 a.m. and 5:00 p.m., and four hours for moves performed on a Saturday, Sunday, a holiday, or in the evening, at the customer's request.

For 73 of the 119 moves reviewed, the company quoted hourly minimums of two or four hours in violation of Tariff 15-C, Item 230(3). White correction tape or white correction fluid was used on 37 of those estimates to cover up the incorrect quotes.

Interruption Times

Olympic 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, absent notations to the contrary, that Olympic Movers' employees took breaks as required by law, the company appeared to improperly bill customers for employee breaks for 34 of the 119 moves, in violation of Tariff 15-C, Item 95(1)(m).⁴

Taxes

For two of the moves reviewed, staff found that Olympic Movers charged incorrect tax rates on a separate line item for container purchases. Taxes billed for container purchases must be included with the price of the container and must not exceed the maximum rate. Olympic Movers also billed one customer \$78.37 in taxes for moving services. Under WAC 480-20-180, enforced by the Washington State Department of Revenue, household goods moves are not subject to retail tax. Collecting retail sales tax created additional revenue for Olympic Movers, which constitutes an unauthorized charge under Tariff 15-C.

Rates

Olympic Movers also failed to bill customers correct rates in connection with 59 of the 119 moves reviewed. Staff found the following violations of Tariff 15-C:

- For four moves, the company failed to bill correct mileage rates in violation of Tariff 15-C, Item 200.
- For 12 moves, the company failed to charge for containers in violation of Tariff 15-C, Items 195 and 196.

⁴ See Appendix D – Summary of hours worked without interruption in excess of five hours.

- For 14 moves, the company failed to charge, or billed incorrect rates, for 51 containers in violation of Tariff 15-C, Item 225. Customers were not billed for 39 containers, including TV cartons, mirror cartons and a dish pack; two of the 14 customers were overbilled for containers.

Additionally, Olympic Movers billed one customer \$30 for 25 pounds of packing paper, and another customer for tape and packing paper. Neither charge is permitted by Tariff 15-C.

Recommendation

Staff recommends a penalty of \$700 for 166 violations of WAC 480-15-490(3), Tariff 15-C as follows:

- \$100 for violations of Tariff 15-C, Item 200: failure to bill correct mileage rates.
- \$100 for violations of Tariff 15-C, Items 195 and 196: failure to charge correct rates for containers by giving the customer containers for no charge in connection with long distance moves.
- \$100 for violations of Tariff 15-C, Item 225: failure to charge correct rates for containers used in local moves, by giving away containers or billing incorrect rates.
- \$100 for one violation of WAC 15-15-490(3): failure to charge correct rates by billing for paper.
- \$100 for moves where the company quoted hourly minimums of two or four hours in violation of Tariff 15-C, Item 230(3).
- \$100 for moves where the company failed to include interruption times in violation of Tariff 15-C, Item 95(1)(m).
- \$100 for moves where the company charged or collected improper taxes.

Staff also recommends a total of \$2,153.24 in refunds to customers for excess charges, as documented in Appendix E.

ADDITIONAL INFORMATION

Due to Olympic Movers' intentional alteration of responsive documents to conceal violations, staff determined that gathering additional information would be prudent to identify whether the company has a longstanding practice of violating commission laws and rules.

On April 19, 2013, staff made unannounced visits to Olympic Movers' offices in Olympia, Federal Way, and Lakewood. Staff obtained move documents from July 2011, July 2012, and March 2013 from the Federal Way and Lakewood locations. Staff also obtained documents from July 2010, July 2011, and March 2013 from the Olympia location. The documents were reviewed to determine whether Olympic Movers was operating in violation of commission rules and Tariff 15-C prior to the initiation of this investigation, and whether corrections had been made following staff's meeting with Mr. O'Bannon and Ms. Beale.

The documents from moves performed prior to the initiation of the investigation contained the same violations addressed in this report. While the documents reviewed for moves performed in March 2013 no longer quoted four hour minimums (with the exception of one) and had slightly fewer violations, the following violations were found to be ongoing:

- Failure to obtain the customer's signature to acknowledge receipt of "Your Guide to Moving in the Washington State," in violation of WAC 480-15-620, Tariff 15-C, Item 85.
- Failure to obtain the customer's initials next to the chosen valuation option on the estimate, in violation of WAC 480-15-630, Tariff 15-C, Item 85.
- Failure to obtain the customer's initials to indicate whether the estimate was binding or non-binding, in violation of WAC 480-15-630, Tariff 15-C, Item 85.
- Failure to obtain the customer's signature and/or date signed on the estimate, in violation of WAC 480-15-630, Tariff 15-C, Item 85.
- Failure to complete a supplemental estimate when circumstances surrounding a move changed, in violation of WAC 480-15-660.
- Failure to obtain the customer's signature and/or date signed on the bill of lading, in violation of WAC 480-15-710, Tariff 15-C, Item 95.
- Failure to include the customer's telephone number, in violation of WAC 480-15-710, Tariff 15-C, Item 95.
- Failure to use correct language on the back of the bill of lading, in violation of WAC 480-15-710, Tariff 15-C, Item 95(2).

Additionally, on Oct. 17, 2013, Consumer Protection staff received commission-referred consumer complaint #118930, concerning a delayed shipment of household goods. On Oct. 20, 2013, Mandi Beale provided scanned copies of the customer's move documents. On Nov. 14, 2013, the consumer provided copies of the same documents, which were markedly

different from those provided by the company. On Jan. 14, 2014, staff requested that Ms. Beale provide original documents for the move. A review of the original documents revealed that more than a dozen sections were whited out with correction fluid and multiple charges were added to the company's copy of the bill of lading that did not appear on the customer's copy. Staff recorded 12 violations of commission rules and Tariff 15-C, and retained the original documents for inclusion in this investigation. Staff finds it particularly troubling that despite acknowledging the error of altering responsive documents during a meeting with staff in November 2012, Ms. Beale repeated the same behavior nearly a year later in connection with a consumer complaint.

SUMMARY OF RECOMMENDATIONS

Staff typically recommends a “per violation” penalty against a regulated company where the violations result in serious customer harm; for repeat violations of a rule after a company receives technical assistance from staff; or for intentional violations of commission laws or rules. The commission has the authority to assess penalties of \$100 per violation, per day against a regulated company without providing the opportunity for a hearing.⁵ The commission also has the authority to assess penalties of up to \$1,000 per violation, per day following a formal complaint and hearing.⁶

Here, staff finds that a “per violation” penalty is warranted for each of the 96 violations of RCW 80.04.070 related to the company’s attempt to conceal violations and obstruct staff’s investigation, as well as each of the violations that resulted in excess charges to consumers. For technical violations that did not result in direct customer harm, staff recommends a \$100 penalty for each category of violation.

Staff also finds that the company’s actions make it unfit to continue operations as a household goods carrier. WAC 480-15-450(1) provides that the commission may cancel a carrier’s permit for good cause, which includes the following:

- (d) Failing to supply information necessary to the commission for the performance of its regulatory functions when the commission requests the carrier to do so.
- (e) Submitting false, misleading or inaccurate information.
- (g) Operating in a manner that constitutes unfair or deceptive business practices.

Accordingly, staff believes the following factors weigh in favor of cancelling the company’s permit and against mitigation of the recommended penalties.

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

Several of the violations discussed in this report, including four-hour minimum charges, incorrectly billing travel time, and billing customers over 125 percent of their original estimate without providing a supplemental estimate, resulted in direct harm to the consumers and constitute unfair business practices.

2. **Whether the violation is intentional.**

The evidence supports a finding, and the company has admitted, that the violations

⁵ RCW 81.04.405 allows the commission to assess an administrative penalty for any violation by a regulated company of a statute, rule, the company’s own tariff or an order of the commission.

⁶ RCW 81.04.380 allows the commission to assess a penalty of up to \$1,000 for each violation after hearing.

were intentionally concealed; moreover, Olympic Movers attempted to deceive the commission by altering move documents submitted in response to the commission's data request.

3. Whether the company self-reported the violation.

The company not only failed to self-report the violations, it actively concealed the violations, which interfered with the commission's performance of its regulatory functions. As indicated by the company's deception with respect to documents related to information complaint #118930, this deceptive behavior is ongoing.

4. Whether the company was cooperative and responsive.

Although Olympic Movers responded timely to staff's requests for information, submitting falsified documents is inherently uncooperative and unresponsive. In addition, the company withheld the records of 43 moves in response to the staff's original data request.

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

The company neither promptly corrected the violations nor remedied the impacts. Staff found repeat violations in both later-obtained documents and a subsequent consumer complaint. Moreover, the company again provided altered documents to staff in response to consumer complaint #118930, despite having expressed regret for the same behavior a year earlier.

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

Staff has documented 518 violations in this report. Presumably, each and every customer to date has been impacted by these same violations.

7. The likelihood of recurrence.

The likelihood that the violations will recur is significant. By virtue of its deceptive actions in attempting to cover up rule and tariff violations, Olympic Movers demonstrated that it knew its business practices violated commission rules.

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

As discussed earlier in this report, enforcement actions against the O'Bannons include two penalty assessments for violations of WAC 480-015-187, which requires

companies file an application with the commission prior to transferring or acquiring control of an existing household goods permit. On Aug. 16, 2013, the commission issued a penalty assessment of \$4,700 in Docket TV-131510, for 47 violations of WAC 480-15-187, when the O'Bannons failed to notify the commission of the acquisition of three locations operated by Bekins Moving and Storage Company on July 1, 2013. A second penalty assessment of \$7,000 was issued against the O'Bannons in Docket TV-140170, for 70 violations of WAC 480-015-187, when they again allegedly failed to notify the commission after acquiring another company, Action Moving Services, Inc., on Nov. 22, 2013. This case is pending.

Despite receiving technical assistance in connection with the first penalty in Docket TV-131510, the company committed a repeat violation and received a second penalty in Docket TV-140170. The O'Bannons appear to be undeterred by smaller financial penalties.

9. The company's existing compliance program.

Staff is not aware of any existing compliance program.

10. The size of the company.

Olympic Movers reported gross intrastate operating revenue of \$846,927 in 2012, and \$825,665 in 2011. Due to recent acquisitions, 2013 intrastate revenue is expected to be significantly higher.

Staff recommends the commission issue a formal complaint seeking to cancel the company's household goods permit and assessing a total penalty of up to \$115,500 for the following violations:

- Up to \$43,000 for 43 violations of RCW 80.04.070 for failing to provide all move documents initially requested.
- Up to \$53,000 for 53 violations of RCW 80.04.070 for failing to initially provide true and correct documents when requested.
- Up to \$12,000 for 12 violations of RCW 80.04.070 for failing to initially provide true and correct documents when requested in connection with commission-referred consumer complaint #118930.
- \$4,300 for 43 violations of WAC 480-15-630 for failing to provide an estimate prior to the move.
- \$800 for eight violations of WAC 480-15-490, Tariff 15-C, Item 230 for failing to accurately bill travel time as required.

- \$100 for violations of WAC 480-15-620, Tariff 15-C, Item 85(2)(c) for failing to obtain the customer's signature acknowledging receipt of "Your Guide to Moving in the Washington State."
- \$100 for violations of WAC 480-15-630, Tariff 15-C, Item 85(2)(d) for failing to complete the customer's name, phone number and address on the estimate.
- \$100 for violations of WAC 480-15-630, Tariff 15-C, Item 85(2)(e) for failing to list the customer's contact person on the estimate form.
- \$100 for violations of WAC 480-15-630, Tariff 15-C, Item 85(2)(f) for failing to complete the destination address on the estimate form.
- \$100 for violations of WAC 480-15-630, Tariff 15-C, Item 85(2)(m) for failing to obtain the customer's initials next to the chosen valuation option.
- \$100 for violations of WAC 480-15-630, Tariff 15-C, Item 85(2)(p)(q) for failing to obtain the customer's initials indicating the selection of a binding or non-binding estimate.
- \$100 for violations of WAC 480-15-630, Tariff 15-C, Item 85(2)(s) for failing to obtain the company and/or customer's signature and date.
- \$100 for violations of WAC 480-15-660, Tariff 15-C, Item 85(3) for failing to complete a supplemental estimate.
- \$100 for violations of WAC 480-15-630, Tariff 15-C, Item 85(2)(g) for failing to issue a completed cube sheet inventory in connection with each estimate.
- \$100 for violations of WAC 480-15-710, Tariff 15-C, Item 95(1) for failing to obtain both the carrier and the customer's signature and date.
- \$100 for violations of WAC 480-15-710, Tariff 15-C, Item 95(1)(b) for failing to include the customer's telephone number.
- \$100 for violations of WAC 480-15-710, Tariff 15-C, Item 95(1)(e) for failing to include the exact address of the destination of the move.
- \$100 for violations of WAC 480-15-710, Tariff 15-C, Item 95(1)(h) for failing to obtain the customer's initials to indicate whether the associated estimate was binding or non-binding.
- \$100 for violations of WAC 480-15-710, Tariff 15-C, Item 95(1)(k) for failing to obtain the customer's initials next to the chosen valuation.
- \$100 for violations of WAC 480-15-710, Tariff 15-C, Item 95(1)(m) for failing to include start, stop, and interruption times for each employee involved in the move.
- \$100 for violations of WAC 480-15-710, Tariff 15-C, Item 95(1)(n) for failing to describe each charge in sufficient detail to determine if proper rates were charged.
- \$100 for violations of WAC 480-15-710, Tariff 15-C, Item 95(2) for failing to use correct language on the back of the bill of lading.
- \$100 for violations of WAC 480-15-490, Tariff 15-C, Item 200 for failing to charge correct mileage rates.
- \$100 for violations of WAC 480-15-490, Tariff 15-C, Items 195 and 196 for failing to charge correct rates for containers used in long distance moves.

- \$100 for violations of WAC 480-15-490, Tariff 15-C, Item 225 for failing to charge correct rates for containers used in local moves.
- \$100 for a violation of WAC 480-15-490, for failing to charge correct rates by improperly billing for paper.
- \$100 for violations of WAC 480-15-490, Tariff 15-C, Item 230(3), for quoting a two or four-hour minimum.
- \$100 for violations of WAC 480-15-490, Tariff 15-C, Item 230(2) for failing to include interruption times.
- \$100 for violations of WAC-15-490, for failing to charge correct rates by improperly collecting taxes.

Staff also recommends Olympic Movers refund \$5,450.24 to its customers for monies collected through incorrectly billed services and travel time.⁷

⁷ See Appendix C and Appendix E – Travel time and incorrect billing refund calculations.

APPENDIX A

Corporations and Charities Division

Corporations Home	Nonprofit Home	Charities Home	Awards	Public Notices	Contact Info
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Corporation Detail

Neither the State of Washington nor any agency, officer, or employee of the State of Washington warrants the accuracy, reliability, or timeliness of any information in the Public Access System and shall not be liable for any losses caused by such reliance on the accuracy, reliability, or timeliness of such information. While every effort is made to ensure the accuracy of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from the System does so at his or her own risk.

All documents filed with the Corporations Division are considered public record.

OLYMPIC MOVING & STORAGE, INC.

UBI Number	601560076
Category	REG
Profit/Nonprofit	Profit
Active/Inactive	Active
State Of Incorporation	WA
WA Filing Date	07/20/1994
Expiration Date	07/31/2013
Inactive Date	
Duration	Perpetual
Registered Agent Information	
Agent Name	MANDI BEALE
Address	935 POPLAR ST E
City	OLYMPIA
State	WA
ZIP	98501
Special Address Information	
Address	8722 KOSKIE CT SW
City	OLYMPIA
State	WA
Zip	985129308

Governing Persons

Title	Name	Address
President,Chairman	O'BANNON , KRIS	5745 BLACK LAKE BELMORE RD SW OLYMPIA , WA 985127051
Treasurer	BEALE , MANDI	8722 KOSKIE CT SW OLYMPIA , WA 98512
Vice President	O'BANNON , LAURI	5745 BLACK LAKE BELMORE RD SW OLYMPIA , WA 985127051
Vice President,Secretary	IHLY , JILLIAN	207 X ST SW TUMWATER , WA 98501

Corporations and Charities Division

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Corporation Detail

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All documents filed with the Corporations Division are considered public record.

OLYMPIC MOVING & STORAGE II, LLC

UBI Number	601899998
Category	LLC
Active/Inactive	Active
State Of Incorporation	WA
WA Filing Date	09/09/1998
Expiration Date	09/30/2013
Inactive Date	
Duration	50 years
Registered Agent Information	
Agent Name	MANDI BEALE
Address	935 POPLAR ST SE
City	OLYMPIA
State	WA
ZIP	985012100

Special Address Information

Address
City
State
Zip

Governing Persons

Title	Name	Address
Member	O'BANNON, KRIS	5745 BLACK LAKE BELMORE RD SW OLYMPIA, WA 98512
Manager	IHLY, JILLIAN	7930 FAIRVIEW RD SW OLYMPIA, WA 98512
Member	O'BANNON, LAURI	5745 BLACK LAKE BELMORE RD SW OLYMPIA, WA 98512
Manager	BEALE, MANDI	7930 FAIRVIEW RD SW OLYMPIA, WA 98512

Corporations and Charities Division

Corporations Home	Nonprofit Home	Charities Home	Awards	Public Notices	Contact Info	
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Corporation Detail

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All documents filed with the Corporations Division are considered public record.

NOWADNICK AND SONS, INC.

UBI Number	600127454
Category	PUB
Profit/Nonprofit	Profit
Active/Inactive	Active
State Of Incorporation	WA
WA Filing Date	04/15/1974
Expiration Date	04/30/2013
Inactive Date	
Duration	Perpetual
Registered Agent Information	
Agent Name	MANDI BEALE
Address	5745 BLACK LK BELMORE
City	OLYMPIA
State	WA
ZIP	98512
Special Address Information	
Address	
City	
State	
Zip	

Governing Persons

Title	Name	Address
President	O'BANNON , KRIS	OLYMPIA , WA
Secretary	IHLY , JILLIAN	OLYMPIA , WA
Vice President	O'BANNON , LAURI	OLYMPIA , WA

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 26, 2012

Olympic Moving & Storage, Inc.
Attn: Jillian Ihly
935 Poplar Street SE
Olympia, WA 98501

RE: Data Request

Dear Ms. Ihly:

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 every intrastate residential move performed from June 1, 2012, through August 31, 2012, 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 any 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 June 1, 2012, through August 31, 2012, and including all documents related to each complaint and claim.

You are required to furnish the above requested documents to commission staff by no later than 5:00 p.m. on October 4, 2012. Please attach a copy of this letter to the documents for reference.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "David W. Danner".

David W. Danner
Executive Director and Secretary

APPENDIX C
Travel Time Refunds

Customer	BOL Date	Customer Date on Estimate	Company Date on Estimate	Miles to Destination	Time Incorrectly billed	Amount Billed	Refund Amount
Mahr	7/20/12	7/20/12	7/20/12		1.5 hr	\$141.00	\$141
LaFleur	7/2/12			From storage at Co. HQ	1.5	\$193.50	\$193.50
Adams 3 day move (s/b 15 min. increments)	6/14/12	6/6/12	6/6/12	3.5 (to) 3.5 (back)	2 hr. 45 min.	\$518.25	\$242.25
Walton	6/22/12	6/22/12	6/20/12	2.8 (to)	30 min	\$47	\$47
Pearson*	6/29/12	5/30/12	5/30/12	9.2 (to)	1 hr	\$188	\$141
Turnbull**	7/6/12	7/8/12	7/2/12		30 min	\$47	\$23.50
Lapin	6/29/12	6/29/12	6/22/12		20 min	\$31.33	\$31.33
Rinhardt	6/29/12	6/29/12	6/15/12		30 min	\$47	\$47
Scott	6/27/12	6/27/12	6/20/12		15 min	\$23.50	\$23.50
Andrews	6/25/12	6/11/12	6/11/12	3.1 (to)	30 min	\$65.35	\$32.18
Walter	6/14/12	4/16/12	4/16/12	6 (to) 4 (back)	1 hr (both)	\$135	\$67.50
Havirco	6/9/12	6/9/12	6/6/12		1 hr	\$175.20	\$175.20
Taylor	6/23/12	4/25/12	4/25/12	30 (to)	1.5 hrs	\$327.24	\$163.62
Sercan	6/20/12	6/21/12	6/18/12		30 min	\$67.50	\$67.50
Waldref	6/23/12	6/23/12	6/22/12		15 min	\$23.50	\$23.50
Crewdson	7/2/12	7/2/12	7/2/12		15 min	\$23.50	\$94.00
				4(back)	1 hr	\$70.50	
Strickland	8/2/12	7/30/12	7/30/12	9 (to) 5 (back)	1.5 hrs	\$134.19	\$67.01
Johnson	7/15/12	7/15/12	7/14/12		20 min	\$29.82	\$29.82
Bayle	8/30/12	8/30/12	8/30/12		15 min	\$23.50	\$23.50
Pratt	6/28/12	6/28/12	6/26/12		20 min	\$31.33	\$31.33
Gassmann	8/20/12	8/20/12	8/13/12		15 min	\$23.50	\$23.50
Fitchitt	7/11/12	7/11/12	7/9/12		30 min	\$47	\$47
Wood	7/10/12	7/10/12	7/9/12		30 min	\$47	\$47
Kretz	7/6/12	7/6/12	7/5/12		15 min	\$23.50	\$23.50
Jones	6/25/12	6/25/12	6/22/12		30 min	\$47	\$47
Hayhurst	7/3/12	7/3/12	6/8/12		45 min	\$67.10	\$67.10
White	7/23/12	7/23/12	7/16/12		15 min	\$23.50	\$23.50
Hallock	7/30/12	7/30/12	7/17/12		45 min	\$70.50	\$70.50
Josephson	8/7/12	8/7/12	8/7/12		15 min	\$30.20	\$30.20
Thompson	8/14/12	8/14/12	8/6/12		30 min	\$44.73	\$44.73
Iverson	8/17/12	8/17/12	8/9/12		15 min	\$22.37	\$22.37
Sherburg	8/17/12	8/17/12	8/16/12		30 min	\$47	\$47
Harris	8/20/12	8/20/12	8/15/12	8 (back)	1.25 hr	\$160	\$128
Ellers	7/13/12	7/13/12	7/10/12		15 min	\$22.37	\$22.37
Kinsella	7/13/12	7/13/12	7/12/12		30 min	\$67.50	\$33.75
Janes	7/24/12	7/24/12	7/13/12		1 hr	\$135	\$135

Travel Time Refunds

Customer	BOL Date	Customer Date on Estimate	Company Date on Estimate	Miles to Destination	Time Incorrectly billed	Amount Incorrectly Billed	Refund Amount
Albertson	7/27/12	7/27/12	6/28/12		30 min	\$47	\$47
Suess	7/31/12	7/31/12	7/26/12		15 min	\$23.50	\$23.50
Yerrington	7/31/12	7/31/12	7/27/12		15 min	\$33.75	\$33.75
Faulhaber	8/4/12	8/4/12	7/30/12		15 min	\$30.20	\$30.20
Venebles	8/6/12	8/6/12	8/3/12		30 min	\$44.73	\$44.73
Bariekman	8/6/12	8/6/12	8/3/12		30 min	\$44.73	\$44.73
Jacobs	8/9/12	8/9/12	8/9/12		30 min	\$67.50	\$67.50
Destasio	8/29/12	8/29/12	8/21/12		30 min	\$47	\$47
Treat***	8/27/12	8/29/12	8/24/12	4 (to)	45 min	\$70.50	\$70.50
Goldberg	8/29/12	8/29/12	8/24/12		30 min	\$47	\$47
Doyle	8/31/12	8/31/12	8/23/12		30 min	\$44.73	\$44.73
Schearer****	8/20/12	8/20/12	8/20/12	3 (to)	45 min	\$70.50	\$70.50
Martinez****	8/27/12	8/27/12	8/23/12		1.5 hr	\$202.50	\$202.50
Hauger	8/28/12	8/28/12	8/9/12		15 min	\$22.37	\$22.37
Woo	8/28/12	8/28/12	8/27/12		15 min	\$23.50	\$23.50
TOTAL							\$3,297

*Customer was billed for one hour of drive time for travel less than 10 miles. When she questioned the driver, she was told the charge included loading the company tools and equipment into the vehicle.

**Customer date was altered from 7/6/12 to 7/8/12 on Estimate.

*** Customer was billed 45 minutes of start/arrive time on the first day of their move. The second day they were more appropriately billed for 15 minutes.

****The company did not perform a visual inspection prior to moving Pianos for customers Shearer and Martinez, and therefore cannot charge travel time to the destination. Both customers signed estimates on the same day as their move.

APPENDIX D

Invoice No.	Customer Name	Hours Worked without Recorded Interruption
35650	Mikkelsen	6.25
35652	Lafleur	7
35717	Pearson	5.25
35718	Turnbull	5.25
35719	Lapin	6.25
35721	Geddes	5
35727	Andrews	7
35731	Lindsay	7
35732	Markielowski	7
35767	Waldref	5.5
35768	Baldo	6.75
35772	Freymond	7
35874	Theil	6.75
35876	Pratt	5.5
35885	Wood	5
35897	Huffine	6.25
35915	White	10.25
35923	Lunch	5.5
35963	Thompson	13
35969	Cooney	7.25
35970	Asbury	8
35988	Henszey	6.5
36002	Albertson	6.75
36006	Nealis	5.5
36016	Monaghan	8
36024	Ashlock	5.75
36031	Doran	7.75
36688	Ashlock	7
14113	Viewveger	6
14199	Dural	7.25
14201	Doyle	8.25
14230	Huntley	6.25
14238	Sims	7.25
14242	Lordahl	7

APPENDIX E

Incorrect Billing - Refunds

Customer	BOL	Details	Billed	Refund Due
Lindsay	35731	Olympic Movers billed the customer minimum of 4,000 lbs. to move three items to Stanwood. The "actual" constructive weight calculated on the cube sheet was 875 lbs. Re-calculation is as follows: 875 lbs. at 0.6257 = \$547.48, plus \$91.04 additional handling for a piano carry for Total of \$638.53	\$1171.04	\$532.51
Iverson	35738	Olympic billed the customer incorrect rates on: Five dish packs Five less than 3.0 c.f. cartons One 4.5 c.f. carton	\$240.90	\$164.07
Freymond	35772	Olympic billed the customer the incorrect tax rate for city of Elma at 9.3% for containers. The correct rate is 8.4%	\$44.08	\$4.26
Douglas	35785	Olympic Movers billed the customer \$30 for 25# paper. Paper is not allowed in Tariff 15-C and when used should be included with the purchase of containers. Olympic Movers also miscalculated the total amount billed for containers.	\$309.67	\$41.62
Chan	35958	Olympic overbilled the customer without providing a supplemental estimate. The estimate quote was \$358. Olympic Movers billed \$492.03. The maximum amount the company can be billed without a supplemental estimate is \$447.50.	\$492.03	\$44.53
Thompson	35963	Olympic Movers overbilled the customer without providing a completed supplemental estimate. The original estimate quote was \$447.30. The company attached a supplemental estimate which was not completed, nor signed by the customer or the company. Olympic Movers then billed the customer \$1,878.66. The maximum amount the customer can be billed is \$559.13.	\$1,878.66	\$1,274.80
Greenwood	35987	Olympic Movers billed an incorrect tax rate on containers of 9.3% for the city of Lacey for a total of \$32.43. The correct tax rate is 8.7% for a corrected total of \$30.34.	\$32.73	\$2.09
Hauger	14241	Olympic Movers overbilled the customer without providing a supplemental estimate. The original estimate quote was \$179. Olympic Movers billed the customer \$268.38. Without providing a supplemental estimate, the maximum amount the customer can be billed is \$223.75.	\$268.38	\$44.63
TOTAL REFUNDS				\$2,153.24