



Investigation Report

Adam's Moving and Delivery Service, LLC

TV-143601

Susie Paul
Compliance Investigations

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PURPOSE, SCOPE AND AUTHORITY

Purpose

Adam's Moving and Delivery Service, LLC (Adam's Moving) holds a permit issued by the Washington Utilities and Transportation Commission to transport household goods within the state of Washington. The purpose of this investigation is to determine the company's compliance with Washington state laws and commission rules.

Scope

The scope of this investigation focuses on the intrastate transportation of household goods in Washington by Adam's Moving from June 1, 2013, through Aug. 31, 2013, and the company's compliance with state laws and commission rules during that period.

Authority

Staff undertakes this investigation pursuant to Revised Code of Washington (RCW) 80.04.070, RCW 81.80.130, and RCW 81.80.330. Washington Administrative Code (WAC) 480-15-010 describes the commission's authority to regulate companies that transport household goods within the state of Washington.

Staff

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EXECUTIVE SUMMARY

This investigation was prompted by an anonymous complaint submitted to Compliance Investigations staff on Sept. 18, 2013. The complaint contained allegations that Adam's Moving, a permitted household goods carrier, was violating numerous commission rules.¹ Accordingly, staff concluded that a broader investigation was necessary to determine whether Adam's Moving consistently complies with laws and rules enforced by the commission.

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

- Failure to provide customers with a copy of the commission's consumer guide titled, "*Moving in Washington State*," in violation of WAC 480-15-620 and Tariff 15-C.
- Failure to provide written estimates to customers in violation of WAC 480-15-630 and Tariff 15-C, Item 85.
- Failure to use a properly formatted estimate in violation of WAC 480-15-630 and Tariff 15-C, Item 85.
- Incorrectly charging customers for travel time to the point of origin when an estimate was not provided or was done on the same day as the move, in violation of WAC 480-15-630(8).
- Failure to provide a table of measurements (cube sheet) in conjunction with the estimate in violation of WAC 480-15-630 and Tariff 15-C, Item 85.
- Failure to use a properly formatted bill of lading in violation of WAC 480-15-710(3) and Tariff 15-C, Item 95.
- Failure to follow the terms, conditions, and rates imposed by Tariff 15-C in violation of WAC 480-15-490(3).
- Engaging in advertising that is misleading or deceptive in violation of WAC 480-15-610(2).
- Failure to use permit name as shown on the company's household goods permit in violation of WAC 480-15-390(1).

Recommendation

Staff recommends the commission issue a formal complaint and assess a total penalty of up to \$14,000 for the following violations:

- Up to \$1,000 for 55 violations of failing to provide customers with a copy of *Moving in Washington State*, in violation of WAC 480-15-620 and Tariff 15-C, Item 85.
- Up to \$1,000 for 21 violations of failing to provide written estimates in violation of WAC 480-15-630 and Tariff 15-C, Item 85.
- Up to \$1,000 for 34 violations of failing to use a properly formatted estimate in violation of WAC 480-15-630 and Tariff 15-C, Item 85. This is a repeat violation.

¹ Copy of the anonymous complaint against Adam's Moving is attached as Appendix A.

- Up to \$1,000 for 55 violations of failing to provide a cube sheet in conjunction with customer estimates in violation of WAC 480-15-630 and Tariff 15-C, Item 85. This is a repeat violation.
- Up to \$1,000 for 389 violations found within 55 improperly formatted bill of lading in violation of WAC 480-15-630 and Tariff 15-C. This is a repeat violation.
- Up to \$1,000 for one violation of failing to charge customers correct terms, conditions, and rates imposed by Tariff 15-C in violation of WAC 480-15-490(3), by charging customers an incorrect minimum hour fee. This is a repeat violation.
- Up to \$500 for each of the 14 violations of WAC 480-15-490(3) and Tariff 15-C for charging a separate line item (credit card fee) that is not authorized by the tariff, for a total potential penalty of \$7,000. This is a repeat violation.
- Up to \$1,000 for 10 advertising violations of WAC 480-15-610(1)(2) and Tariff 15-C. This is a repeat violation.

Staff also recommends that Adam's Moving issue refunds to all customers improperly charged a credit card fee in the two-year period preceding the date the formal complaint was filed. Finally, staff recommends that Adam's Moving carefully review this report because it contains valuable technical assistance for the following violations:

- Violations of Tariff 15-C, Item 230, for charging customers travel time when an estimate was not provided, or was provided on the day of the move.
- Violations of Tariff 15-C, Item 230, for failing to charge customers the required four hour minimum charge for weekend moves.
- Violations of RCW 81.80.305 for failing to mark commercial vehicles as required.

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

BACKGROUND

Company Information

Adam's Moving and Delivery Service, LLC, (Adam's Moving) is a limited liability corporation located at 17355 First Avenue NW, Shoreline, WA 98177. Adam French is the owner. Mr. French indicated on the company's permit application that he was responsible for company operations and compliance.

Mr. French was operating his household goods moving company without a required permit when staff discovered his company and first contacted him in 2005. Adam's Moving was granted provisional household goods operating authority on Oct. 24, 2005. On Aug. 7, 2006, permanent authority HG-62045 was granted in Docket No. TV-051583.

Mr. French stores his vehicles at a parking lot at 135th and Aurora in Seattle, and reported he currently has four vehicles: one 20-foot truck and three 24-foot trucks, with a fifth truck out of service. Mr. French stated he will be leasing new vehicles in the near future.

The following is reported revenue for Adam's Moving for the past three years:

Reporting Year	Date Filed	Revenue
2013	May 29, 2014	\$886,383.28
2012	May 1, 2013	\$902,726.00
2011	April 30, 2012	\$671,029.00

Adam's Moving did not timely file the company's 2013 annual report and on June 4, 2014, was assessed a \$1,000 penalty in Docket TV-140935. On June 11, 2014, the commission received a request from Mr. French for mitigation of the penalty. On July 11, 2014, Order 01 was issued granting mitigation to \$200. The statement of account notes payment of \$200 was made on July 21, 2014.

On June 25, 2014, Adam's Moving permit was suspended under Order 01, Docket TV-141326 for failure to file proof of liability and property damage insurance covering equipment. Order 02, lifting the suspension was issued on July 15, 2014.

TECHNICAL ASSISTANCE

2010 Staff Investigation

In 2010, staff opened an investigation after reviewing Adam's Moving website, www.adamsmovingservice.com, and found the following violations:

No. of Violations	WAC / Tariff	Description
1	Tariff 15-C, Item 230	Incorrectly advertising a two-hour minimum rate
1	Tariff 15-C	Advertising an unauthorized fee for "fuel surcharge"
1	WAC 480-15-610	Failure to display the company's commission-issued permit number on its website

On March 17, 2010, Mr. French was issued a technical assistance letter for the above violations and was notified that future violations identified by commission staff of the rules or tariff items addressed would be subject to enforcement actions, which could include financial penalties.² In addition to the technical assistance, Mr. French was encouraged to attend a commission-sponsored household goods training seminar. Mr. French was provided with contact information to register for the training, including the date and time. Mr. French did not attend the household goods training seminar.

2011 (May) Staff Investigation – Case Record 11761

In 2011, staff conducted an investigation into the business practices of Adam's Moving, prompted by a complaint made to the commission alleging that Adam's Moving was advertising services that conflicted with the Washington Administrative Code (WAC) and Tariff 15-C.

On May 16, 2011, staff concluded its investigation and provided Mr. French technical assistance, citing the following violations:

No. of Violations	WAC / Tariff	Description
1	WAC 480-15-490(3)	Advertising valuation terms in conflict with Tariff 15-C
1	WAC 480-15-610(1)	Failure to include commission-issued permit number on website
1	WAC 480-15-610(6)	Advertising services and rates in conflict with Tariff 15-C

Mr. French was advised to comply with commission rules and Tariff 15-C to avoid future enforcement action.³

2011 (November) Staff Investigation – Case Record 11938

In 2011, staff again opened an investigation after reviewing the Adam's Moving website and finding that the company was advertising a three percent convenience charge for all customer credit card charges. Tariff 15-C does not contain a provision authorizing a credit card convenience charge.

² Copy of March 17, 2010 technical assistance letter is attached as Appendix B.

³ Copy of May 16, 2011 technical assistance letter is attached as Appendix C.

On Nov. 4, 2011, Adam’s Moving was provided technical assistance by email notifying Mr. French that charging customers a three percent credit card charge violates Tariff 15-C.⁴

2012 (February) Staff Investigation – Case Record 11989

In February 2012, staff reviewed the Adam’s Moving website and found it contained the following statement: “payment is due at the time of completion. We are unable to send a bill for payment at a later date. No exceptions.” Mr. French was given technical assistance by email on Feb. 7, 2012, which instructed him to update the company website to include correct payment information and confirm that the correction had been made no later than Feb. 17, 2012.⁵ Case tracking notes indicate that the website was corrected by removing the payment information not authorized by Tariff 15-C on Mar. 1, 2012.

2012 (March) Consumer Complaint No. 113036

Consumer complaint no. 113036 was opened in Feb. 2012, after customers of Adam’s Moving contacted Consumer Protection to report damage to their property during a Dec. 9, 2011, move.⁶ The customers contacted Mr. French with a damage estimate of \$2,300. Mr. French acknowledged the damage and said he would contact them at a later time. The customers did not hear back from Mr. French, despite leaving three messages requesting a call back.

As a result of the investigation, Mr. French was strongly urged to attend household goods training at the commission and received technical assistance on Feb. 21, 2012. Mr. French did not attend the household goods training seminar. Consumer Protection staff recorded the following violations:

No. of Violations	WAC / Tariff	Description
2	WAC 480-15-890(1)	Failure to respond timely to commission’s data request.
1	Tariff 15-C, Item 85(2)(g)	Failure to complete a table of measurements (cube sheet) in connection with the estimate.
1	Tariff 15-C, Item 85(2)(i)	Failure to note the number of hours and employees were involved in the move.
1	Tariff 15-C, Item 85(2)(q)	Failure to use required language on the estimate form.
1	Tariff 15-C, Item 95(1)(a)	Failure to include company information on the bill of lading.
1	Tariff 15-C, item 95(1)(k)	Failure to use correct language on bill of lading.
1	WAC 480-15-890(2)	Failure to respond timely to staff’s request for additional information.
1	WAC 480-15-810(1)	Failure to notify the customer in writing within ten days of receiving the claim.

On Mar. 1, 2012, Mr. French responded by email to consumer protection staff and indicated he would download the required forms from the commission’s website, complete the cube sheet

⁴ Copy of Nov. 4, 2011 technical assistance email is attached as Appendix D.

⁵ Copy of technical assistance, dated Feb. 7, 2012, is attached as Appendix E.

⁶ Copy of Consumer Complaint 1133036, opened Feb. 2012, is attached as Appendix F.

inventory at the time of estimates, and make sure the bill of lading includes all of his contact information including phone number, email, and website address.

2012 (June) Staff Investigation – Case Record 12259

Prompted by a complaint made to the commission, staff reviewed Adam's Moving's website and found it contained advertising in conflict with RCW 81.80.305, WAC 480-15 and Tariff 15-C as follows:

- Adam's Moving's website advertised shrink wrap service for a fee. Tariff 15-C does not contain a charge for shrink wrapping items, and therefore household goods carriers may not bill for such a service.
- Adam's Moving's website advertised loss and damage protection valuation as a supplemental insurance policy. Tariff 15-C, Item 90 describes valuation as the level of the carrier's direct liability; valuation is not insurance.
- Adam's Moving's listed a \$39 fee for returned checks. Tariff 15-C does not allow for the collection of additional fees for returned checks.
- Adam's Moving's website included photographs of company moving trucks that did not appear to include any of the markings required by RCW 81.80.305, which requires the company's permitted name and permit number on both the driver and passenger doors of the power unit.

On June 22, 2012, Mr. French was provided technical assistance for the above violations.⁷ As part of the technical assistance, Mr. French was notified that he must update all website advertising to comply with commission rules; ensure all vehicles used for moving household goods are properly marked in accordance with RCW 81.80.305; and attend commission-conducted household goods training on July 11, 2012, at the commission headquarters in Olympia. Mr. French was required to report back to the commission by June 29, 2012, with evidence that all changes had been made.

On July 5, 2012, staff reviewed Adam's Moving's website and found that the charge for shrink wrapping service had been removed, but the \$39 returned check fee and valuation described as insurance had not been corrected. Staff left Mr. French voice messages on July 5 and 9 as a follow-up to the technical assistance letter, but did not receive a response from Mr. French. On July 9, staff sent an email to Mr. French with instructions to correct the information on the website, mark the driver and passenger doors of the company's moving vehicles with company name and permit number, and attend the July 11, 2012, household goods training on July 11, 2012.⁸ On July 9, Mr. French responded by email stating that he would be out of town and would not be able to attend household goods training and asked to be notified of another opportunity to attend the training.

On July 19, 2012, Mr. French was notified of a household goods training on Oct. 10, 2012, and was instructed to contact commission staff to reserve a spot in the class. Mr. French was also notified that a response to the violations, namely changing the wording from "insurance" to

⁷ Copy of June 22, 2012 technical assistance letter is attached as Appendix G.

⁸ Copy of July 9, 2012 email sent to Mr. French re correcting violations is attached as Appendix H.

“valuation,” had not been completed. Mr. French was asked to respond to the commission by July 23 with evidence that all changes to the website had been made, the vehicles were appropriately marked, and that he had a reservation to attend the training. Mr. French did not respond by the July 23 deadline and was contacted by a compliance investigator on Aug. 10, 2012. Mr. French stated he would have his web-designer make the change immediately regarding the valuation violation and that he had put the correct signage on the driver and passenger doors of his moving trucks.⁹ The investigation was closed on Aug. 10, 2012.

2014 Staff Investigation

Staff initiated this investigation into the business practices of Adam’s Moving when Compliance Investigations staff received a complaint that the company was violating numerous commission rules.

Household Goods Carrier Training

Since 2008, the commission has provided a free quarterly training for permitted household goods carriers. Attendance at a training is required of all newly permitted intrastate moving companies before they can receive permanent status. The training, which Mr. French was asked to attend numerous times as previously detailed, is also available to existing companies and their employees as a refresher course. Mr. French attended this training on Nov. 13, 2013.

⁹ Copy of investigator notes stating violations had been corrected is attached as Appendix I.

INVESTIGATION

Data Request

On Sept. 27, 2013, staff requested the following records and information from Mr. French:

1. For every residential move performed within the state of Washington from June 1, 2013, through August 31, 2013, please provide all original supporting documents related to each customer's move, including, but not limited to the bill of lading, estimate, supplemental estimate, inventory records, weight slips, and all documents related to temporary storage of the goods. Please note that the commission requires original documents. Photocopies will not be accepted. Your original documents will be returned to you at the conclusion of our review.
2. A copy of the company's customer complaint and claims register, listing all complaints and claims received from June 1, 2013, through August 31, 2013, and including all documents related to each complaint and claim.

Staff requested Adam's Moving respond to the data request no later than Oct. 11, 2013.¹⁰ On Oct. 10, Mr. French provided an incomplete response, submitting only customer bills of lading. Staff notified Mr. French that the response was incomplete.¹¹ Mr. French responded by email that he emailed estimates to most of his clients; however, there were some "pop up" jobs where formal estimates were not completed.¹² Mr. French completed his response on Oct. 31, 2013.

Staff used the documents and information furnished from this data request to conduct its investigation of the company's business practices.

¹⁰ A copy of Sept. 27, 2013, data request is attached as Appendix J.

¹¹ A copy of Oct. 11, 2013, email to Mr. French related to incomplete data request is attached as Appendix K.

¹² A copy of Oct. 11, 2013, email related to data request response is attached as Appendix L.

INFORMATION PROVIDED TO CUSTOMERS

Investigation

WAC 480-15-620 requires carriers to give each customer a copy of the commission-published consumer guide titled, “*Moving in Washington State*,” (Moving Guide) at the time the carrier provides a written estimate.

In a telephone conversation on Feb. 20, 2014, Mr. French stated to staff that he has never provided a customer with the Moving Guide. Accordingly, Adam’s Moving failed to provide customers the Moving Guide in connection with each of the 55 moves reviewed.¹³

Findings

Adam’s Moving violated WAC 480-15-620 and Tariff 15-C, Item 85, by failing to give each customer a copy of the commission publication. The Moving Guide is important because it explains consumers’ rights and responsibilities and the commission’s role in regulation and enforcement.

Recommendation

Staff recommends a penalty of up to \$1,000 for 55 violations of WAC 480-15-620 and Tariff 15-C, Item 85 for a possible total penalty of \$1,000.

¹³ Copy of record of staff conversation with Mr. French regarding the “*Moving Guide*” is attached as Appendix M.

ESTIMATES – REQUIRED

Investigation

WAC 480-15-630 requires every carrier to provide a written estimate to every customer prior to a move. Preliminary, verbal estimates are allowed, but a written estimate based on a visual inspection is required before the carrier performs the move. An estimate is a written approximation of the cost of a move prepared in compliance with the provisions of Tariff 15-C. Estimates are based on factors such as the size of the shipment and the van or truck space required, the amount of time needed to complete the move, and the type of special services to be provided.

Of the 55 moves reviewed, 21 bills of lading used by Adam’s Moving contained unauthorized language that gave customers an option to decline a written estimate.¹⁴ The language on the bill of lading stated,

“Written Estimate Release: (Initial one)

I waive my right to have Adam’s Moving Service provide me with a written estimate

I have received a non-binding estimate for my move”

The practice of allowing customers to “opt out” of receiving an estimate violates WAC 480-15-630, which requires that an estimate be issued prior to the commencement of the move.

Findings

Adam’s Moving failed to provide customers with a written estimate for 21 of the 55 moves reviewed in violation of WAC 480-15-630. Failing to provide written estimates to consumers prior to a move precludes them from making an informed decision; without performing a visual inspection and completing a cube sheet, the company cannot accurately or reasonably estimate the time it will take to perform the move.

Recommendation

Staff recommends a penalty of up to \$1,000 for 21 violations of failing to provide customers with a written estimate prior to the move in violation of WAC 480-15-630, for a possible total penalty of \$1,000

¹⁴ Copy of bill of lading with unauthorized language related to written estimates is attached as Appendix N.

ESTIMATES – FORMAT AND COMPLETION

Investigation

WAC 480-15-630 requires carriers to issue an estimate prior to every move, and WAC 480-15-630(7) requires that the estimate include all of the elements listed in Tariff 15-C, Item 85.

For the 34 estimates reviewed, the company used an inadequate email estimate format. These estimates did not include one or more of the requirements of Tariff 15-C, Item 85:

- Item 85(2)(a) requires the carrier’s address.
- Item 85(2)(b) indicating whether the estimate was binding or non-binding.
- Item 85(2)(c) requires a space for the customer to sign or initial stating that the customer was provided a copy of the commission’s consumer guide, “*Moving in Washington State.*”
- Item 85(2)(i) requires the number of hours each carrier personnel will be involved in the move and associated rates and charges.
- Item 85(2)(p) requires a statement that the estimate is a guarantee of the cost of the move and that the carrier will not charge above the estimated charges without preparing a supplemental estimate for a binding estimate.
- Item 85(2)(q) requires the following information for non-binding estimates:
 - The estimate is not binding.
 - The cost of the move may exceed the estimate
 - The carrier must release the shipment to a customer upon payment of no more than 100 percent of the estimate. Carriers must allow customers at least 30 days from the date of delivery to pay amounts in excess of the 110 percent.
 - The customer is not required to pay more than 125 percent of the estimate regardless of the total cost unless the carrier issues and the customer accepts a supplemental estimate. (The 125 percent does not include any finance-related charge the carrier may assess for extending credit, such as interest or late payment fees.)

Findings

Adam’s Moving failed to provide 34 customers with a correctly formatted estimate in violation of WAC 480-15-630 and Tariff 15-C, Item 85. Failing to provide accurate and complete written estimates to consumers prior to a move precludes them from making an informed decision. Staff found Adam’s Moving had previously been cited for violations of Tariff 15-C, Item 85(2)(g), (i), and (q) on Feb. 21, 2012.

Recommendation

Staff recommends a penalty of up to \$1,000 for 34 violations of failing to use a properly formatted estimate in violation of WAC 480-15-630 and Tariff 15-C, Item 85, for a possible total penalty of \$1,000.

ESTIMATES – CUBE SHEETS

Investigation

WAC 480-15-630 requires a household goods moving company to provide a written estimate to every customer before a move. Tariff 15-C, Item 85, section 2(g) also requires, with each estimate, “a household goods cube sheet.” A cube sheet, also known as a “table of measurements,” is an inventory of the items upon which the estimate is based, and includes the estimated cubic footage for each item. Adam’s Moving was provided technical assistance on Feb. 21, 2012, for not completing a cube sheet. On March 1, 2012, Mr. French responded to staff that he would complete a cube sheet for each move at the time estimates are prepared.

Findings

Adam’s Moving failed to provide cube sheets for each of the 55 moves reviewed prior to transporting those customers’ goods, which constitutes 55 repeat violations of WAC 480-15-630 and Tariff 15-C, Item 85. Without completing a cube sheet, the company cannot accurately or reasonably estimate the time it will take to perform the move.

Recommendation

Staff recommends a penalty of up to \$1,000 for failing to provide cube sheets to 55 customers in conjunction with estimates in violation of WAC 480-15-630 and Tariff 15-C, Item 85, for a possible total penalty of \$1,000.

BILLS OF LADING – FORMAT

Investigation

WAC 480-15-710 requires a household goods company to issue a bill of lading for every move that includes all of the requirements listed in Tariff 15-C, Item 95. The bill of lading is a contract between the customer and the mover. It describes the mover’s responsibilities, including the services they will perform, when and how they charge for the move, and what liability the mover will assume.

Staff reviewed the bills of lading from Adam’s Moving for 55 moves and found violations of Tariff 15-C, Item 95, as noted below. Violations in bold print are repeat violations.

No. of Violations	Tariff	Description
55	Tariff 15-C, Item 95(1)(a)	One or more of the following violations occurred: failure to include complete or correct company information which includes the name, permit number, address, and telephone number of the household goods carrier and the fax, website, and email address, if any.
15	Tariff 15-C, Item 95(1)(b)	Failure to record complete customer name and telephone number
40	Tariff 15-C, Item 95(1)(d,e)	Failure to record exact origin and destination addresses
3	Tariff 15-C, Item 95(1)(f)	Failure to record additional points or stops
55	Tariff 15-C, Item 95(1)(h)	Failure to indicate if the estimate was binding or nonbinding
55	Tariff 15-C, Item 95(1)(i)	Failure to include required release of shipment statement
55	Tariff 15-C, Item 95(1)(j)	Failure to include a statement about extended credit
55	Tariff 15-C, Item 95(1)(k)	Failure to include language related to replacement cost coverage
55	Tariff 15-C, Item 95(1)(m)	Failure to adequately document start, stop, and interruption times
1	Tariff 15-C, Item 95(n)	Including unidentified customer charges ¹⁵
389		

Findings

Staff found a 389 separate and distinct violations of WAC 480-15-710 and Tariff 15-C, Item 95 in the 55 moves reviewed. Because Mr. French received technical assistance for Tariff 15-C, Items 95(1)(a) and (k) in February 2012, 233 of the violations are repeat violations.

Recommendation

Staff recommends a penalty of up to \$1,000 for failing to use a properly formatted bill of lading in violation of WAC 480-15-710 and Tariff 15-C, Item 95. Staff found 389 violations in the 55 bills of lading reviewed.

¹⁵ A copy of customer Nelson’s Bill of Lading with unidentified and improper charges is attached as Appendix O.

TARIFF RATES AND CHARGES

Investigation – Minimum Hours

WAC 480-15-490(3) requires a household goods company to bill charges according to the tariff. Tariff 15-C, Item 230(7) requires minimum charges for hourly rates moves, including a minimum of one hour, Monday through Friday, excluding state-recognized holidays, between 8:00 a.m. and 5:00 p.m. The tariff also requires a minimum of four hours for moves performed on a Saturday or Sunday at the customer's request.

Adam's Moving charged a two hour minimum on Monday, Aug. 19, for customers Al and Jenny Noriega.

Adam's Moving failed to bill the required minimum of four hours for a Saturday or Sunday move at the customers' request for the following moves:

- On Sunday, July 28, customers Hyde and Kim were billed for 3.0 hours.
- On Saturday, July 27, customer LaBreque was billed for 2.75 hours.
- On Sunday, August 25, customer Duarte was billed for 2.5 hours.
- On Saturday, August 24, customer Gamache was billed for 3.75 hours.
- On Saturday, August 24, customer Maisen was billed for 3.75 hours.
- On Saturday, August 31, customer Finley was billed for 2.75 hours.
- On Sunday, June 23, customer Mitroshkova was billed for 3.75 hours.

On Mar. 17, 2010, Mr. French was given technical assistance for violations related to incorrect charges, and specifically, Tariff 15-C, Item 230, for incorrectly charging customers a two hour minimum. Mr. French was directed to remove the listing of two hour minimum charges from his website. He was also notified that future violations identified by commission staff of the rules or tariff items addressed would be subject to enforcement actions, which could include financial penalties. While Mr. French did remove the two hour minimum language from his website, he continued to advertise a two hour minimum rate through emails and charged customers a two hour minimum rate. Mr. French also failed to bill the required four hour minimum for seven weekend moves reviewed.

Findings

Adam's Moving's practice of charging customers a two hour minimum on weekdays and failing to charge a four hour minimum on Saturdays and Sundays constitutes repeat violations of WAC 480-15-490(3) and Tariff 15-C, Item 230(7).

Recommendation

Staff recommends a penalty of up to \$1,000 for violation of WAC 480-15-490(3) which requires a household goods company to bill charges according to the tariff. Tariff 15-C, Item 230(7) requires minimum charges for hourly rates moves, including a minimum of one hour, Monday through Friday, excluding state-recognized holidays, between 8:00 a.m. and after 5:00 p.m.

In addition, staff considers the seven violations of WAC 480-15-490(3) and Tariff 15-C, Item 230(7) for not billing the required four hours for weekend moves as technical assistance. If future violations are found, staff may recommend penalties or take other enforcement action.

Investigation – Credit Card Fees

Adam’s Moving charged customers a three percent credit card fee on 14 of the 55 bills of lading reviewed. Adam typically corresponds with his customers using what he calls “introductory emails.”¹⁶ The emails describe payment as:

“We collect payment upon completion of your move. We accept cash, check and all major credit cards.
Cash: 3% discount
Credit/Debit 3% fee”

Tariff 15-C does not authorize fees for credit or debit cards.

Findings

Adam’s Moving violated 480-15-490(3) and Tariff 15-C by advertising and charging customers an unauthorized three percent credit card fee as a separate line item. On Nov. 4, 2011, Mr. French received technical assistance for advertising a three percent convenience charge for credit card payments on his company’s website. At that time, Mr. French was directed to remove the credit card fee language from his website. On Dec. 5, 2011, the language was removed from the company’s website; however, Mr. French continued to advertise the three percent credit card fee in emails to his customers.

Recommendation

Staff recommends a penalty of up to \$500 for each of the fourteen violations of WAC 480-15-490(3) and Tariff 15-C for charging an unauthorized credit card fee, for a total potential penalty of \$7,000.

Staff also recommends that the commission direct Adam’s Moving to issue refunds to all customers improperly charged a credit card fee in the two year period preceding the date the formal complaint was filed.

Investigation – Billing for Travel Time

Companies may not bill travel time unless the customer has been provided a completed, signed, and dated estimate on a day prior to the move date. If the estimate is provided on the day of the move, after the company has already traveled to the origin address, no travel time may be charged. Companies must charge travel time when an estimate has been fully completed and provided to the customer prior to the company travelling to the origin.

Adam’s Moving bills a flat rate for travel time, but the documentation on the bills of lading is so poor that is difficult to decipher. Many of the bills of lading reviewed simply have a time entered for travel, with no arrival time filled in. The forms have a depart time, but the form is incomplete and does not have a space for return travel.

¹⁶ Copy of Adam’s Moving introductory email, showing the 3 percent credit card fee is attached as Appendix P.

Findings

Adam's Moving has not documented billing for travel time appropriately on the bills of lading, and may or may not be charging customers incorrectly for travel time. Staff discussed this issue with Mr. French by telephone and he is aware that he may not bill customers for travel time until the customer has been provided a completed, signed, and dated estimated prior to the move.

Recommendation

Staff recommends that Adam's Moving charge customers for travel time as required by Tariff 15-C, Item 230. Staff considered this investigation as the company's technical assistance regarding travel time charges. If future violations are found, staff may recommend penalties or take other enforcement action.

ADVERTISEMENTS

Investigation

Staff reviewed advertisements on Adam's Moving's website, commercial vehicles, craigslist.org, and Adam's Moving's Facebook page. WAC 480-15-610(1) requires carriers to include the commission-issued permit number, name or trade name as recorded at the commission, physical address, and telephone number in any advertisement for household goods moving services. Staff found Adam's Moving in violation of the following rules related to advertising:

- Failure to display the company's commission-issued permit number on its website, Facebook, and in customer correspondence.^{17, 18}
- Failure to display the company's address as recorded at the commission on its website, Facebook, craigslist.org ads, and customer correspondence.
- Failure to display the company's name as recorded at the commission on its website, Facebook, and customer correspondence. The company name recorded at the commission is Adam's Moving and Delivery Service, LLC. As of the date of this report, Mr. French had not applied for an alternate or additional trade name.

On March 17, 2010, Mr. French received technical assistance for failing to include his company's commission-issued permit number on his website. Mr. French was notified that future violations of the same rules or tariff items would be subject to enforcement action, which could include financial penalties. Mr. French again received technical assistance for the same violation on May 16, 2011.

WAC 480-15-610(2) states that carriers' advertisements may not be misleading, false, or deceptive. Adam's Moving's advertisements on craigslist.org claimed the company is accredited by the Better Business Bureau (BBB)¹⁹; BBB's website indicates Adam's Moving is not accredited.²⁰

Findings

Staff finds that Adam's Moving has committed repeat violations of WAC 480-15-610(1) by failing to display the company's commission-issued permit number on its advertisements on its website, Craigslist, in customer correspondence, and on Facebook. In addition, Adam's Moving's advertisements display an address and company name that is not on record with the commission. Finally, staff finds Adam's Moving in violation of WAC 480-15-610(2) for advertising falsely on Craigslist that the company is accredited by the BBB.

Recommendation

Staff recommends a penalty of up to \$1,000 for ten violations of WAC 480-15-610(1) and (2) related to advertising by not displaying on its website, Facebook page, and in customer correspondence its commission-issued permit number, the company address as recorded at the commission, and the company name as recorded at the commission.

¹⁷ A snapshot of Adam's Moving website is attached as Appendix Q.

¹⁸ Copy of Adam's Moving Facebook page is attached as Appendix R.

¹⁹ Copy of Adam's Moving advertisement on Craigslist claiming BBB accreditation is attached as Appendix S.

²⁰ Copy of BBB's website documenting Adam's Moving is not accredited is attached as Appendix T.

Investigation – Vehicle Markings

Staff reviewed Adam's Moving's website and noticed the commercial vehicles displayed on the page do not have the correct markings as required by RCW 81.80.305. On Feb. 20, 2014, staff advised Mr. French by phone that he must ensure his full business name appears on his commercial vehicles. Mr. French stated to staff that he would be leasing new trucks in May and they will all have the correct information on them. Staff asked Mr. French what the trucks have on them now, because the photo on his website does not have the required information. Mr. French stated that the photo was photo shopped and that his trucks actually display the correct information. Staff asked Mr. French to take a current photo of his moving truck and send it to the commission. Mr. French agreed to take the photo.

On February 24, Mr. French provided this photo of his moving truck:



On March 26, staff sent the following email request to Mr. French:

Do you have current photos of your moving vehicles? The one you sent me appears to be an older vehicle than what your ads show. You received technical assistance in June 2012 for violations of signage on your truck. On Aug. 18, 2012, you informed staff that you had put the correct signage on the trucks (driver and passenger doors). The signage is not visible in the photo you sent me. Thanks.

Mr. French responded on March 27:

The truck on the website is clip art for websites and not a truck in our fleet. we [sic] hastily redid our website last year and dont [sic] have any actual photos of our moving trucks. I got rid of the door decals when I signed the lease for the 5 new trucks, not realizing there was such a delay in getting them. We will have our new trucks with our logo and door decals in 3 weeks

Staff responded to Mr. French on March 27:

Please send current photos of all your moving vehicles. You previously received technical assistance for violations of RCW 81.80.305, Markings Required. It is a separate violation for each vehicle, each day the vehicle is in operation without proper signage.

Mr. French again responded to staff regarding vehicle signage was sent to staff on March 27:

Our new trucks are coming in 2-3 weeks with our new logo and door decals

Staff responded to Mr. French on March 27:

Until you take possession of the leased vehicles, you are conducting your operation with your current trucks. Please send me a photo of your current company vehicles. Thank you.

Mr. French responded on March 27:

I assumed I was okay with the new trucks on the way. I'll order new placards for the trucks until the new trucks arrive

To date, Mr. French has not provided evidence that the vehicles bear the required markings. Mr. French was provided technical assistance on June 22, 2012, for violations of RCW 81.80.305 and was required to ensure all vehicles used for moving household goods are properly marked. Mr. French was to respond back to the commission by June 29 with evidence that all changes had been made. Mr. French did not respond, so staff left Mr. French voicemail messages on July 5 and 9 as a follow-up to the technical assistance letter. On July 9, staff sent an email to Mr. French with instructions to correct the information on the website and mark the driver and passenger doors of the company's moving vehicles with the company's name and permit number.

On July 19, 2012, Mr. French notified staff that he would respond to the commission by July 23 with evidence that all changes had been made, the vehicles were appropriately marked and that he had a reservation to attend the training. Mr. French did not respond by the July 23 deadline, and was contacted by staff on Aug. 10, 2012. Mr. French stated he would have his web-designer make the change immediately regarding the valuation violation and that he had put the correct signage on the driver and passenger doors of his moving trucks.²¹ The investigation was closed on Aug. 10, 2012.

Findings

Staff finds that Adam's Moving violated RCW 81.80.305 by failing to properly display the full company name and commission-issued permit number that is on record with the commission.

²¹ Copy of investigator notes stating violations had been corrected is attached as Appendix U.

Recommendation

Staff advises that Adam's Moving must ensure commercial vehicle markings are displayed in compliance with RCW 81.80.305. The markings on the commercial vehicles are not currently correct, but they do bear the company name and commission-issued permit number. Staff considers this portion of the investigation as technical assistance regarding vehicle markings. Staff also recommends Mr. French be required to furnish evidence— e.g., a photograph of the vehicle— of proper markings when he takes possession of the leased vehicles. If future violations are found, staff may recommend penalties or take other enforcement actions.

RECOMMENDATIONS

Penalty

In this investigation, staff documented 579 violations of WAC 480-15 and Tariff 15-C, as follows:

- 55 violations of WAC 480-15-620 and Tariff 15-C, Item 85 for failing to provide customers with a copy of the *Moving Guide*.
- 21 violations of WAC 480-15-630 and Tariff 15-C, Item 85 for failing to provide customers a written estimate.
- 34 violations of WAC 480-15-630 for using improperly formatted estimates.
- 55 violations of WAC 480-15-630, Tariff 15-C, Item 85 for failing to provide customers a cube sheet inventory in conjunction with the estimate.
- 389 violations of Tariff 15-C, Item 95 found within 55 improperly formatted bills of lading.
- 1 violation of WAC 480-15-490(3) and Tariff 15-C for charging incorrect minimum hour charges.
- 14 violations of WAC 480-15-490(3) and Tariff 15-C for charging unauthorized credit card fees.
- 10 violations of WAC 480-15-610 for failing to display correct company information on all advertisements.

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 up to \$1,000 per violation, per day following a formal complaint and hearing.²²

In this case, staff recommends the commission issue a formal complaint assessing a total penalty of up to \$14,000 for the violations cited in this report. Staff believes that the number of violations, which included a large number of repeat violations following extensive technical assistance, warrants a penalty of this size. Staff considered the following factors in arriving at the recommended penalty amount:

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

Staff believes the violations cited in this report caused serious harm to consumers. Failing to provide written estimates to consumers prior to a move precludes them from making an informed decision; without performing a visual inspection and completing a cube sheet, the company cannot accurately or reasonably estimate the time it will take to perform the move. Additionally, Adam’s Moving failed to provide its customers with a copy of the *Moving Guide*, which explains consumers’ rights and responsibilities and the commission’s role in regulation and enforcement.

Adam’s Moving has demonstrated a disregard for commission laws and rules related to household good carriers. Because Adam’s Moving failed to fulfill its obligation as a

²² RCW 81.04.380 allows the commission to assess a penalty of up to \$1,000 for each violation after hearing.

regulated company on multiple occasions, valuable state resources were used to repeatedly investigate Adam's Moving's business practices.

2. Whether the violation is intentional.

Because the violations continued despite extensive technical assistance, staff believes the evidence supports a finding that the violations were intentional. For example, Mr. French previously received technical assistance for 1) advertising a two hour minimum charge for moves, and 2) advertising a three percent credit card fee on his website. Mr. French was informed he was not in compliance with commission rules and Tariff 15-C, and was asked to remove the violating language from his website. This investigation found Mr. French removed the two hour minimum statement and credit card fee language from his website, but continued to advertise, and charge, customers two hour minimum rates and credit card fees. This behavior leads staff to believe that Mr. French removed those items from his website merely to appease staff, then continued the business practice despite being cautioned.

3. Whether the company was cooperative and responsive.

Although the company responded fairly quickly to telephone calls, requests for data were frequently tardy, incomplete, or ignored.

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

The company has not corrected many of the violations noted in this investigation.

5. The number of violations and the number of customers impacted.

Staff reviewed 55 moves and found a total of 579 violations. For each move reviewed, customers were impacted by not receiving the *Moving Guide* to help them make informed decisions about their move. Some customers were charged credit card fees as a separate line item, which is not authorized by Tariff 15-C. Some customers were wrongly charged travel fees. Customers were not provided a cube inventory sheet from which estimates are based. Of the 55 moves reviewed, all 55 moves contained violations.

6. The likelihood of recurrence.

Staff believes it is likely, absent a penalty and comprehensive compliance plan that the same or similar violations will recur.

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

Adam's Moving has had the benefit of technical assistance for a variety of violations in 2010, 2011, and 2012, and many of the violations noted in this report are repeat violations. Mr. French was required to remove language on his website related to credit card fees and minimum hour charges, and he did; however, he continued to advertise those unauthorized rates through individual emails to his customers. Mr. French also continued to charge minimum hour rates and credit card fees in violation of Tariff 15-C, Item 230. Mr. French has not received any penalties for violations to date. Mr. French was requested to attend household goods training on numerous occasions as part of the technical assistance, but did not do so until Nov. 13, 2013, after he was notified his business was being investigated.

8. The company's existing compliance program.

Staff is not aware of any existing compliance program.

9. The size of the company.

Adam's Moving reported operating revenue of \$886,383.28 for the 2013 reporting period.

Recommendation

Staff recommends the commission issue a formal complaint and assess a penalty of up to \$14,000 for the following violations:

- Up to \$1,000 for failing to provide customers with a copy of the *Moving Guide*, in violation of WAC 480-15-620 and Tariff 15-C, Item 85.
- Up to \$1,000 for failing to provide written estimates in violation of WAC 480-15-630 and Tariff 15-C, Item 85.
- Up to \$1,000 for failing to use a properly formatted estimate in violation of WAC 480-15-630 and Tariff 15-C, Item 85.
- Up to \$1,000 for failing to provide a cube sheet in conjunction with customer estimates in violation of WAC 480-15-630 and Tariff 15-C, Item 85.
- Up to a \$1,000 for failing to provide a properly formatted bill of lading in violation of WAC 480-15-630 and Tariff 15-C, Item 95.
- Up to \$1,000 for the repeat violations of failing to charge customers the correct minimum hour fees in the terms, conditions, and rates imposed by Tariff 15-C in violation of WAC 480-15-490(3).
- Up to \$7,000 for the fourteen violations of charging a separate line item (credit card fee) that is not authorized by the tariff and in violation of WAC 480-15-490(3) and Tariff 15-C. Staff also recommends that Adam's Moving issue refunds to all customers improperly charged a credit card fee in the two year period preceding the date the formal complaint was filed.
- Up to \$1,000 for the advertising violations of WAC 480-15-610(1)(2) and Tariff 15-C.

Staff also recommends that Adam's Moving carefully review this report because it contains valuable technical assistance for the following violations:

- Violations of Tariff 15-C, Item 230 for charging customers travel time when estimate was not done, or done at the same time of the move.
- Violations of Tariff 15-C, Item 230 for failing to charge seven customers the required four hour minimum charge for weekend moves.
- Five violations of RCW 81.80.305 for commercial vehicles not marked as required.

APPENDIX A

Adam's Moving and Delivery Service

130 NE 95th St.,
Seattle WA 98155

HG062045

To whom it may concern,

I am the owner of a local moving company in the Seattle area and I would like to remain anonymous. I feel the need to report Adams Moving and Delivery Service in Seattle due to the fact that I believe he and his company have an unfair competitive advantage in the industry as a result of not complying with UTC regulations. Our company is fully compliant and we consistently aim to better our process in order to remain transparent within the industry and the local and state government. I believe that it is unfair for us to train our employees only to be taken away by other companies with lower business costs as a result of cutting corners around these regulations. From my perspective the wages he pays his employees are a result of him not reporting a majority of cash sales and not paying his staff overtime resulting in underpayment of his payroll and L & I taxes that he should be paying. Below is a list of items in which Adam's is not compliant and this list has been compiled as a result of multiple employees that have left our company to work for Adams and have come back once they were terminated or resigned with Adam's company.

- Adam's does not pay overtime: He pays his employees cash after 80 hours in a pay period. If you look at his paystubs all employee hours stop at 80 hours or less. I have spoken to drivers that claim they have been paid 40-50 hours of overtime in cash each pay period.
- None of the drivers at Adam's has a DOT health card with exception of those that had once worked for our company. We have had multiple drivers come from Adams and none of them have had a DOT card.
- Adam's does not comply with Drivers Hours of Service and does not keep a driver's time log. Many of Adam's drivers work 60-80 hours a week and pays them cash to hide the actual hours that they work.

APPENDIX A (continued)

- Adam's does not provide written estimates for his customers.
- Adam's does not do annual DOT Inspections on his trucks.
- Adam's does not keep maintenance records on his fleet.
- Adam's does not keep complete driver's files on his drivers, does not formally drive test his drivers or do certifications of violations on his drivers
- Adam's underpays his annual UTC regulatory dues by underreporting his actual revenue as a result of misreporting his cash sales.
- Adam's underreports employee hours and hence underreports his L&I taxes
- Adam's underreports his gross receipts and does not pay his full share of taxes to the IRS

These items listed above are all UTC regulations and take time and management to fully comply. As a moving company regulated by the UTC we experience the cost of this management on a daily basis. For another competitor to be taking so many short cuts and not operating within the regulations of the UTC it is frustrating when we are trying to do right only to be undercut by a competitor with an unfair advantage. Wages are key to employees within the moving industry. If we were to not follow the regulations of the UTC we would be able to offer much better wages that we currently can. All that we want is a level playing field between us and our competitors. It is very difficult for us when we spend so much time, energy and money training our employees only to be undercut and have these newly trained employees taken away by another company that offers higher wages due to the fact that they are cutting costs by not following regulations.

Thank you for taking the time for allowing us to voice our concerns and please let me know if you have any questions at all. I will be happy to help.

Anonymous Mover

APPENDIX B

March 17, 2010

Adam French
Adam's Moving and Delivery Service, LLC
17355 First Avenue NW
Shoreline, WA 98177

Re: Providing household goods moving services

Dear Mr. French:

On March 11, 2010, Utilities and Transportation Commission (commission) staff reviewed your Web site, www.adamsmovingservice.com. On your Web site, you state that you have a two (2) hour minimum. **Please note this is a violation of the commission's Tariff 15-C, Item 230, Hourly Rates.** In accordance with Item 230, the minimum charge for a shipment moving under hourly rates is one hour. The exception is a four (4) hour minimum for services provided at the customer's request Monday through Friday, before 8:00a.m., and after 6:00p.m., or on a Saturday, Sunday or state-recognized holiday.

In addition, your Web site states that an additional "fuel surcharge" is applied to local moves. You may only assess charges that are authorized by Tariff 15-C, which does not contain a provision that allows you to assess a "fuel surcharge."

Finally, your Web site does not include your commission-issued permit number. **Under WAC 480-15-610, Carriers must include the commission-issued permit number on all advertisements, including Web sites.**

You must respond to us in writing by March 31, 2010, regarding the following issues:

- 1) Please confirm that you have changed the language on your Web site to accurately reflect a one (1) hour minimum in compliance with Tariff 15-C, Item 230 (with the exception of a four (4) hour minimum for services provided at the customer's request Monday through Friday, before 8:00a.m., and after 6:00p.m., or on a Saturday, Sunday or state-recognized holiday).
- 2) Please confirm that you have removed the language regarding a "fuel surcharge" on your Web site.
- 3) Please confirm that you have added your commission-issued permit number to your Web site.

APPENDIX B (continued)

Adam's Moving and Delivery Service, LLC
March 17, 2010
Page 2

You may address your response to Rayne Pearson, Compliance Investigator. Ms. Pearson may be contacted at (360) 664-1111 or rpearson@utc.wa.gov should you have any questions. Please note that the commission considers this letter to be technical assistance for you. Any future violations identified by commission staff of the rules or tariff items addressed here will be subject to enforcement actions, which may include financial penalties.

The commission holds household goods training seminars throughout Washington several times a year. Attendees receive training on the applicable Washington Administrative Codes and Tariff 15-C. The next scheduled training in Olympia, Washington is September 16, 2010, from 8:30 a.m. to 5:00 p.m. There is no charge for the class. This training is required for all new household goods carriers and is open to all existing, permitted carriers as well. Training will also be offered in Olympia in June 2010; the exact date has yet to be determined. For further information you may contact Suzanne Stillwell at (360) 664-1103 or sstillwe@utc.wa.gov.

Sincerely,

David W. Danner
Executive Secretary

APPENDIX C



STATE OF WASHINGTON
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION
1300 S. Evergreen Park Dr. S.W., P.O. Box 47250 • Olympia, Washington 98504-7250
(360) 664-1160 • TTY (360) 586-8203

May 16, 2011

Adam French
Adams Moving and Delivery Service LLC
130 NE 95th Street,
Seattle, WA 98155

Dear Mr. French:

The Utilities and Transportation Commission received information that your company was advertising services conflicting with the terms, conditions and rates published in the Tariff. Additionally that you failed to include required information in your advertisement.

Based on a review of your company's website, www.adamsmovingservice.com commission staff has found that your company was in violation of commission rules as follows:

1. One violation of WAC 480-15-490(3), for advertising insurance valuations conflicting with those set out in Tariff No. 15-C, specifically Item 90(9)(b)(c).
2. One violation of WAC 480-15-610(6), for advertising services and rates that conflict with those in the Tariff.
3. One violation of WAC 480-15-610(1), for failing to include in your website the commission-issued permit number.

Pursuant to your telephone conversation with Richard La Monica on April 5, 2011, and a subsequent review of www.adamsmovingservice.com your company website now appears to be in compliance with WAC 480-15-490(3) and WAC 480-15-610(1)(6). Although these violations have been recorded, the commission will not pursue further enforcement action related to these matters at this time.



APPENDIX C (continued)

Adams Moving and Delivery Service LLC
May 16, 2011
Page 2

To avoid future enforcement action, you must comply with the relevant Revised Code of Washington [RCW], WAC'S and Tariff. For additional reference you may download the statute, rules and Tariff from the commission's website at www.utc.wa.gov/mover.

If you have questions about this letter or household goods laws and rules please contact Mr. La Monica, Compliance Investigator. Mr. La Monica can be reached at (360) 664-1149 or at rlamonica@utc.wa.gov.

Sincerely,



Sharon Wallace, Assistant Director
Consumer Protection and Communication

APPENDIX E

Activity Log

		Case Name:	Adam's Moving and Delivery Service, LLC
Agency Rep:	Charity Thompson	Time of Activity:	02/07/2012 02:53 PM
Type of Activity:	Email		
Other Party:	Adam French	Initiated by:	<input checked="" type="radio"/> Agency Rep <input type="radio"/> Other Party

Body:

Email to Adam Technical Assistance:

Adam,

On February 7, 2012, Utilities and Transportation Commission staff reviewed your website, www.adamsmovingservice.com. On your website, you state "Payment is due at the time of completion. We are unable to send a bill for payment at a later date. No exceptions." **Please note this is a violation of the commission's Tariff 15-C.**

Tariff 15-C, Item 80 (4) states:

- 4. Unless credit arrangements are made or the move is paid in advance, payment for the move is due upon delivery. If the total due upon delivery exceeds the original estimate, the carrier must release the shipment to the customer when the customer pays either:*
- a. The full amount of the original binding estimate and supplemental estimates.*
 - b. 110 percent of the original nonbinding estimate including supplemental estimates.*
- 5. The carrier must allow customers at least 30 days from the date of delivery to pay amounts in excess of the 110 percent described in (4)(b) above.*

Please confirm that you have updated your website to include the correct payment information as indicated in Tariff 15-C, Item 80(4) no later than February 17, 2012. Please note that the commission considers this email to be technical assistance for you.

If you have any questions please feel free to let me know.

Thank you,

APPENDIX F

Consumer Complaint		ADAM'S MOVING AND DELIVERY SERVICE, LLC		113036	
Customer Info					
Customer: Lisa and David Twetor		Primary Phone: [REDACTED]			
Contact: Lisa		Other Phone:			
eMail Address:		Fax:			
Privacy Confidential: <input type="checkbox"/> Yes					
Address					
Service Address: [REDACTED]		Mailing Address:			
City, State, Zip: Mercer Island, WA 98040		City, State, Zip: , WA			
County: King					
Complaint Info					
Class of Service: <input checked="" type="radio"/> Residential <input type="radio"/> Business					
Complaint Group: Quality Of Service Lookup		Complaint Keyword: Damage			
Company ID: M43968		Account Number:			
ADAM'S MOVING AND DELIVERY SERVICE, LLC		Status: Closed as of: 03/01/2012			
Company Rep: Adam French		Initially Opened on: 02/07/2012			
Rep Email Address: adamsmoving1@gmail.com		Quality Review: <input type="checkbox"/> Done			
Agency Rep: Sheri Hoyt		Closed on: 03/01/2012			
Disputed Amount: 2300		Referral: Internet			
Contacted How? phone					
Complaint Description:		<p>Customer's move took place on December 9. The movers damaged the customer's new home. The wheel on the cart they were using to move a bed into the home gouged the slate entryway and the wood floor. The slate entryway would need to be replaced - she does not have an estimate for that, the wood floor can be fixed, she has an estimate of \$2300. In mid-December, the customer's husband contacted Adam French, the company owner. Mr. French acknowledged he was aware of the damage and said he would consider it and give the customer a call back. He never called back. The customer's husband has left at least two voicemails with no return call from Mr. French. He sent an email, as well, and has received no response.</p> <p>*Please provide all documentation for this customer's move, including but not limited to: the estimate, bill of lading, loss and damage claim form and all correspondence with the customer regarding his claim.</p> <p>2/7, 1:57pm) passed to Adam's Moving and Delivery Service via phone and email. Response due 2/14, 5pm.</p>			
Results:		<p>Adam French, the owner of the company, stated he was under the impression the customer was in contact with his insurance company. As a result of the complaint, Mr. French contacted the customer and provided the information to file a claim with his liability insurer. The customer is working with the insurance adjuster.</p> <p>Mr. French was unaware that he should give the customer a claim form for damage to the home, he was under the mistaken impression that the claim form would be for only those items protected under the valuation option chosen by the customer. At the conclusion of the complaint Mr. French neither provided the claim form nor acknowledged the customer's claim in writing.</p> <p>Mr. French was provided technical assistance regarding the tariff and rules he violated and regarding completion of the forms (filling out all necessary information and not putting arrows on the form where he wants the customer to initial). Mr. French indicated he would download the estimate, inventory and bill of lading forms on the commission's website so as to be certain his forms themselves are in compliance with the rules and will complete the forms in the future as appropriate.</p> <p style="text-align: center;">VIOLATIONS RECORDED - 10</p>			
Closure Status					
Disposition: Consumer upheld		Company Profile:			
Amount Saved: \$0.00		Violation(s):		480-15-890(1) 2, Tariff 15-C, Item 85, 2., g. 1, Tariff 15-C, Item 85, 2., l. 1, Tariff 15-C, Item 85, 2., q., iv. 1, Tariff 15-C, Item 95, 1., a. 1, Tariff 15-C, Item 95, 1., k. 1, 480-15-890(2) 2, 480-15-810(1) 1	
Categories					
Industry: 207 - Household Goods Carriers		Docket Number:			

This document can be read by all users of the database.
 This document can be edited by: [ComplaintEditors]

APPENDIX G



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

June 22, 2012

Adam French
d/b/a Adam's Moving and Delivery Service, LLC
17355 First Avenue NW
Shoreline, WA 98177

RE: Household Goods Services provided in the state of Washington

Dear Mr. French:

The Utilities and Transportation Commission staff recently reviewed Adam's Moving and Delivery Service, LLC's (Adam's Moving) advertising on the company's website, www.adamsmoving.com. As a result of that review, staff found three violations of WAC 480-15-610(6) which states, "carriers may not advertise services or rates and charges that conflict with those in the tariff." The three violations are as follows:

1. Your website states, "*Let us shrink wrap your valuables for added protection during your move. Please ask us for more details on the day of your move.*"

1. Small furniture items: End tables, chairs, cabinets etc. will be \$5.00.

2. Large items: Head board/footboard, Sofa, dressers, dining room tables will be \$10.00.

Required items: This list below are items that we require be shrink wrapped to be protected from damage. TV's, Grandfather Clocks, Artwork, Mirrors, Any piece with glass such as a hutch or china cabinet. We use cardboard to protect the glass and shrink wrap protective pads to cover all areas of the piece to prevent damage. If you decline this preventative measure, we'll have you sign a liability release waiver on the specific item."

Tariff 15-C does not contain a charge for shrink wrapping items, and therefore household goods carriers may not bill for such a service.



APPENDIX G (continued)

Adam French
d/b/a Adam's Moving and Delivery Service, LLC
June 22, 2012
Page 2

2. Your website describes valuation as being a supplemental insurance policy. Tariff 15-C, Item 90 describes valuation as the level of the carrier's direct liability. As valuation is not a supplemental insurance policy, please change the language to accurately reflect loss and damage protection.
3. Your website states, "*A \$39.00 returned check fee will be added to your invoice for a returned check.*" Tariff 15-C does not allow for the collection of additional fees due to returned checks. Please remove this statement from your website.
4. Further, your company's website includes photos of your moving trucks that do not appear to include any of the markings required by RCW 81.80.305, which requires the company's permitted name and permit number on both the driver and passenger doors of the power unit. If you have not already done so, you must ensure that your vehicles comply with this law.

The commission recognizes that your company has not received technical assistance on these issues in the past and will not take enforcement action at this time, so long as you:

- Update all website advertising to comply with these rules.
- Ensure all vehicles used for moving household goods are properly marked in accordance with RCW 81.80.305.
- By **June 29, 2012**, report back to the commission contact listed below with evidence that all changes have been made.
- Attend the commission-conducted household goods training on Wednesday July 11, 8:15 a.m. to 5:00 p.m. at the commission headquarters in Olympia.

Staff considers this letter your technical assistance, if future violations are found, staff may recommend penalties or other enforcement action.

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

Sincerely,



Sharon Wallace, Assistant Director
Consumer Protection and Communications

APPENDIX H

Activity Log		Case Name:	Adam's Moving and Delivery Service, LLC
Agency Rep:	Lynda Holloway	Time of Activity:	07/09/2012 02:10 PM
Type of Activity:	Email		
Other Party:	Adam French	Initiated by:	<input checked="" type="radio"/> Agency Rep <input type="radio"/> Other Party

Body:
Hello Adam,

I left you two voicemails (one on 7/5 and one this afternoon 7/9) as a follow-up to a letter dated June 22, 2012, regarding incorrect information on your website, the need for company information on your moving vehicles, and a requirement to attend the household goods training on July 11, 2012.

The items that still need to be addressed are:

1. On your website under the Rates section, change the language from "Insurance" to "Valuation".
2. On your website under Expectations #11, remove the information about charging a \$39 returned check fee.
3. Attend the July 11, 2012, household goods carrier training in Olympia from 8:15 a.m. to 5:00 p.m.
4. Mark the driver and passenger doors of your moving vehicles with your company name and permit number.

If you have any questions, please me at (360) 664-1129 or at lholloway@utc.wa.gov.

Sincerely,

APPENDIX I

Activity Log		Case Name:	Adam's Moving and Delivery Service, LLC
Agency Rep:	Lynda Holloway	Time of Activity:	08/10/2012 08:32 PM
Type of Activity:	Phone		
Other Party:	Adam French	Initiated by:	<input checked="" type="radio"/> Agency Rep <input type="radio"/> Other Party

Body:

Spoke with Adam and asked if he had put the correct signage on the driver and passenger doors of his moving trucks yet. He said he did. I asked if he had changed the valuation section on his web-site to say if the customer doesn't make a choice they would automatically receive Replacement Cost Coverage, with deductible, not the Basic Value Protection. He said he would have his web-designer do it immediately. Told him he may also want to take the word insures off of the last paragraph. He said he would do that also. Told him I would be closing his technical assistance filing.

APPENDIX J



STATE OF WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION
1300 S. Evergreen Park Dr. S.W., P.O. Box 47250 • Olympia, Washington 98504-7250
(360) 664-1160 • www.utc.wa.gov

September 27, 2013

Adam French
Adam's Moving and Delivery Service, LLC
17355 First Avenue NW
Shoreline, WA 98177-3635

RE: Data Request

Dear Mr. French:

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

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

1. For every residential move performed within the state of Washington from June 1, 2013, through August 31, 2013, please provide all original supporting documents related to each customer's move, including, but not limited to the bill of lading, estimate, supplemental estimate, inventory records, weight slips, and all documents related to temporary storage of the goods. Please note that the commission requires original documents. Photocopies will not be accepted. Your original documents will be returned to you at the conclusion of our review.
2. A copy of the company's customer complaint and claims register, listing all complaints and claims received from June 1, 2013, through August 31, 2013, and including all documents related to each complaint and claim.

You are required to furnish the above requested documents no later than 5 p.m., Oct. 11, 2013. Please attach a copy of this letter to the documents for reference.

APPENDIX J (continued)

Adam French
September 27, 2013

If you have any questions you may contact Susie Paul, Compliance Investigator. Ms. Paul can be reached at (360) 664-1105 or spaul@utc.wa.gov. Thank you for your attention to this matter.
Sincerely,



Steven V. King
Executive Director and Secretary

APPENDIX K

From: [Paul, Susie \(UTC\)](#)
To: [Adams Moving Service](#)
Subject: RE: Adam's Moving Service
Date: Thursday, October 10, 2013 2:17:00 PM

Hi Adam,

I received your package today with your bill of ladings. I haven't been able to review all of your records, but the information you sent me seems to be incomplete. I don't see any estimates, supplemental estimates, inventory records, weight slips, any documents regarding storage, etc.

Please contact me as soon as possible with information about the requested records.

Thanks.

Susie Paul

Compliance Investigator
Consumer Protection and Communications
Washington Utilities and Transportation Commission
Phone: (360) 664-1105 / email: spaul@utc.wa.gov

APPENDIX L

From: [Adams Moving Service](#)
To: [Paul, Susie \(UTC\)](#)
Subject: Re: Adam's Moving Service
Date: Thursday, October 10, 2013 5:46:25 PM

Hi Susie,

I must have just missed you. I left a VM and will look forward to your return call Friday. In the meantime, I thought I would give you more info. We don't do long distance moves or offer storage, so unless I'm mistaken, I don't think we needed to have weight slips or inventory slips. We also had no damage claims. I have estimates in email form with most individual client. There were some pop up jobs where formal estimates were not completed.

I should let you know that I'm expecting a baby very soon and am helping care for my finance in the last weeks of pregnancy. This is our first child so we are both a mess. :)

If I miss your call, I'll get back to you ASAP.

Talk to you tomorrow,

Adam French
206.501.5725

Thank you,

Adam French, Owner
www.adamsmoving.com
adamsmoving1@gmail.com
206-251-1725

Please leave us a review!

<https://plus.google.com/114195444103753665973/about?hl=en>

<http://www.yelp.com/biz/adams-moving-and-delivery-service-seattle>

APPENDIX M

Activity Log

Case Name:	Adam's Moving and Delivery Service, LLC		
Agency Rep:	Susie Paul	Time of Activity:	02/20/2014 04:21 PM
Type of Activity:	Phone	Initiated by:	Other Party
Other Party:	Adam French		

Body:

Adam returned my call. Said that he is providing a training for his employees next Wednesday. I asked Adam if he has reviewed the tariff and he said no. I suggested he look over the tariff prior to training his staff. Adam said that he is going to make sure his employees fill out the bill of lading correctly, including travel and break times. I asked Adam if he was aware that he can not charge a 2 hour minimum and he stated he did not know that, and again, I suggested he review the tariff rules. Adam has never provided customers with a binding/non-binding estimate or provided his customers with, "Your Guide to Moving in Washington State." I advised Adam to ensure his full business name is on his trucks and website. Adam said he will be leasing new trucks in May and they will all have the correct info. I asked what his trucks have on them now, because the photo of his truck does not have the requirement info. Adam said that the photo was photoshopped and that his trucks actually have the correct wording on them. I asked Adam to take a picture of his moving truck and send it to me. He said he will and that h will know the Tariff inside and out before Wednesday training.

APPENDIX N

Adam's Moving Service
 17355 1st Ave NW
 Shoreline, WA 98177

Phone: (206) 251-1725

UTC Permit # HG 62045

Uniform Household Goods Bill of Lading

Customer: This bill of lading establishes a contract between you and Adam's Moving. 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 document, including the back, and that you ask for an explanation of anything that is not clear or is different from any previous information received from the carrier or carrier's representatives. This contract is subject to conditions on the back of this form.

Customer Jason Mitchell
Phone
Email jasonmitchell17@gmail.com

Special Notes: Jason L Mitchell
 [Redacted]

Origin Address:
 504 2nd Ave E
 Seattle, WA 98112
Additional Stops:

Destination Address:
 [Redacted]
Additional Notes:

LOSS AND DAMAGE PROTECTION (Valuation):

Customer must initial one option.
 Basic Value Protection I release this shipment to a value of 60 cents per pound per article, at no cost to me. This means I will be paid 60 cents per pound for the net weight of the lost or damaged item, regardless of the actual value of the item. **"Most economical. Lowest Level of coverage."**
 Replacement Cost Coverage with Deductible We will repair the damage to your satisfaction, pay you for the lost or damaged articles (less the \$300 deductible), or replace the lost or damaged article for any amount over the \$300 deductible. The \$300 deductible applies to the entire shipment rather than each individual article. This level of coverage costs \$1.15 per \$100 of declared value.

Declared Value of Shipment _____
 Valuation Premium _____
 Replacement Cost Coverage with no Deductible We will repair damage to your satisfaction, reimburse you for the replacement cost, or replace lost or damaged articles. This level of protection costs \$1.40 per \$100 of your declared value of the entire shipment.

Declared Value of Shipment _____
 Valuation Premium _____

Written Estimate Release: (Initial One)

I waive my right to have Adam's Moving Service provide me with a written estimate
 I have received a non-binding estimate for my move

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

Signature of Customer _____ Date 6/7
 Signature of Carrier _____ Representative K. J. [Redacted] Date 6/7

Hourly Rated Moves

Date	Trucks	Personnel	Travel	Arrive	Depart	Total Hrs.	Rate	Charges
6/7	1	3	2:15		8:45	6.5	135	877.50

Additional Charges:

Totals: 903.83

Customer acknowledges carrier delivered goods:

Customer Signature _____ Date 6/7/2017

APPENDIX O

Adam's Moving Service
17355 1st Ave NW
Shoreline, WA 98177

Phone: (206) 251-1725

UTC Permit # HG 62045

Uniform Household Goods Bill of Lading

Customer: This bill of lading establishes a contract between you and Adam's Moving. 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 document, including the back, and that you ask for an explanation of anything that is not clear or is different from any previous information received from the carrier or carrier's representatives. This contract is subject to conditions on the back of this form.

Customer Arden Nelson
Phone 206 272 3966
Email

Special Notes:
decl 8290

Origin Address: [Redacted]
Mercer Island, WA
Additional Stops:

Destination Address: [Redacted]
Seattle, WA
Additional Notes:

LOSS AND DAMAGE PROTECTION (Valuation):

Customer must initial one option.
 Basic Value Protection I release this shipment to a value of 60 cents per pound per article, at no cost to me. This means I will be paid 60 cents per pound for the net weight of the lost or damaged item, regardless of the actual value of the item. *"Most economical. Lowest Level of coverage."*

Replacement Cost Coverage with Deductible We will repair the damage to your satisfaction, pay you for the lost or damaged articles (less the \$300 deductible), or replace the lost or damaged article for any amount over the \$300 deductible. The \$300 deductible applies to the entire shipment rather than each individual article. This level of coverage costs \$1.15 per \$100 of declared value.

Declared Value of Shipment _____
Valuation Premium _____

Replacement Cost Coverage with no Deductible We will repair damage to your satisfaction, reimburse you for the replacement cost, or replace lost or damaged articles. This level of protection costs \$1.40 per \$100 of your declared value of the entire shipment.

Declared Value of Shipment _____
Valuation Premium _____

Written Estimate Release: (Initial One)

Yes I waive my right to have Adam's Moving Service provide me with a written estimate
 I have received a non-binding estimate for my move

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

Arden B Nelson 6/17/13 [Signature] Kiel 6/17
Signature of Customer Date Signature of Carrier Representative Date

Hourly Rated Moves

Date	Trucks	Personnel	Travel	Arrive	Depart	Total Hrs.	Rate	Charges
6/17	1	J	8:00		4:00	7.75	135	1046.25

Additional Charges:

4 med \$16
6 small 18
paper ~~20~~ \$59.75
Totals: 1105.38

Customer acknowledges carrier delivered goods:

Arden B Nelson 6/17/13
Customer Signature Date

APPENDIX P

From: [Adams Moving Service](#)
To: [Paul, Susie \(JTC\)](#)
Subject: Re: Introduction emails
Date: Thursday, October 24, 2013 9:25:15 AM

Thank you for your email, and for considering Adam's Moving Service for your upcoming move. We all take pride in our strong reputation in the Seattle community and strive to make every moving experience the absolute best for you!

We are available on XXXXXX to schedule a move.

As far as a crew size, here are 2 options that may work out the best.

2 movers and our 20ft truck:

- \$95.00 per hour, 2 hour minimum
- round trip travel time is billed from our North Seattle Location at our hourly rate

3 movers and our 20ft truck:

- \$135.00 per hour, 2 hour minimum
- round trip travel time is billed from our North Seattle Location at our hourly rate

We pro rate time on the quarter hour. Do you have any questions about our billing practices?

Payment:

We collect payment upon completion of your move. We accept cash, check and all major credit cards.

Cash: 3% discount

Credit/Debit: 3% fee

Along with other equipment, our trucks come equipped with several dozen thick, double quilted furniture pads to protect your items while they are in our care.

We are located on 135th and Aurora.

If you can provide a list of the furniture and an estimate of the number of boxes, I can help you decide on the level of service and give you a ballpark on time/cost.

Here is a link to my rates page that covers other options for levels of service, payment and insurance options.

<http://www.adamsmoving.com/rates>

Here is a link to my moving hints page that can provide you with tips on saving time and

APPENDIX P (continued)

money on your upcoming move.

<http://www.adamsmoving-service.com/tips>

If you have any questions, please let me know how I can be of assistance. Thank you again for the opportunity to earn your business. If you would like to set up an appointment, please feel free to call or email at your earliest opportunity.

--

Thank you,

Adam French, owner

www.adamsmoving-service.com

adam@adamsmoving-service.com

206-251-1725

Please note: At the time of this email, I have stated our current availability. We book jobs on a first come, first serve basis. This email is not a confirmation for our moving services, but an introduction email to begin the quote process.

Thank you,

Adam French, Owner

www.adamsmoving-service.com

adamsmoving1@gmail.com

206-251-1725

Please leave us a review!

<https://plus.google.com/114195444103753665973/about?hl=en>

APPENDIX Q

Adam's Moving Service



SERVING Seattle & Western Washington.

CALL US TODAY
206.251.1725

130 NE 95th St.
Seattle WA 98155
9am - 5pm Mon-Sun
8+ f t

HOME ABOUT US SERVICES EXPECTATIONS RATES MOVING TIPS CONTACT US



SERVING Seattle & Western Washington.

QUICK QUOTE

Your Name:

Your Email:

Phone:

Date of Move:

Address From:

Flight of stairs:

Elevator:

Square footage:

HOW CAN WE HELP YOU MOVE?

- Local and Long Distance Moving
- Furniture Pickup and Delivery
- Truck Loading and Unloading
- Efficient and Extremely Careful
- Licensed and Fully Insured Movers
- Hundreds of Satisfied Customers
- Seattle Movers For Over 8 Years!



CUSTOMER SATISFACTION

How many bedrooms?:

"My move this weekend was successful, your team was **Address To** and professional. But they were so much more than that. They worked so quickly and efficiently, wasted no time at all."
Flight of stairs:

on of this interaction could not have been easier or more pleasant."
Elevator:

Yes: ★★★★★

Square footage:

SEE ALL REVIEWS
LEAVE FEEDBACK

How many bedrooms?:

Google+ yelp
4.5 star rating - 143 reviews

GET QUOTE

SEATTLE MOVERS

Customer satisfaction and quality work are our top priorities. We have helped hundreds and hundreds of satisfied customers move around the Seattle area. We strive to make your move with us the absolute best moving experience ever.

SERVICES AVAILABLE

- Residential Moving
- Commercial Moving
- Furniture deliver
- Labor Only Assistance
- Packaging Assistance

http://www.adamsmoving.com [9/20/2013 9:21:57 AM]

APPENDIX R

Adam's Moving & Delivery Service
5.0 ★★★★★ (7 ratings)
49 likes · 1 was here

Home Improvement
130 NE 95th St., Seattle, Washington 98155
(206) 251-1725

Photos Likes Profile

Highlights

Post Photo / Video Review

Write something... Post

Recent Posts by Others See All

- Craigslist & Backpage Posting Services**
Hello I can give more Customers for your Business With...
January 15 at 3:25pm
- Shaun Knittel**
This moving company comes HIGHLY RECOMMENDED b...
April 23, 2013 at 11:18am
- Phillip Bryant**
I have used you for 2 moves myself, referred you to multipl...
September 29, 2012 at 2:28pm
- Nik Gibbens**
I await the public apology and consequences for your empl...
September 29, 2012 at 1:39pm

More Posts

Reviews See All

★★★★★
What do you think of Adam's Moving & Delivery Service?

- Michael Bruner**
(** Please read if you have concern's regarding the unfortunate incident related to a homophobic slur **)
To all who ex... See More
Like 13 · over a year ago
- Christina Pearson**
Adam's moving service was great!!! I called last minute because I needed to move my stuff to Seattle and they were so fa...
See More
Like 2 · about 11 months ago
- Arlyne D'Alessandro**
Big Kudos to Adam's Moving & Delivery Service! It is unfortunate how one employee or so can blow up a lingering negative...
See More
Like 1 · over a year ago
- Michelle Davis**
★★★★★
If you need fast, efficient, reliable movers...these guys are for you!!! 3 guys came and packed AND moved. I truly appre...
See More
Like · about 2 months ago

Earlier in 2014

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- Coldwell Banker...**
Vote for Your Favorite
- Vote for Your Favorite Essay Submission Today!**
- Like Page** · 538 people like this page
- Earn up to \$5,000**
seattiefertility.com

Recent 2014

Chat

APPENDIX S

Adams Moving ... x
Convert Select

[CL](#) > [seattle](#) > [seattle](#) > [all services offered](#) > [labor & moving](#)

reply below [prohibited](#) Posted: 6 days ago

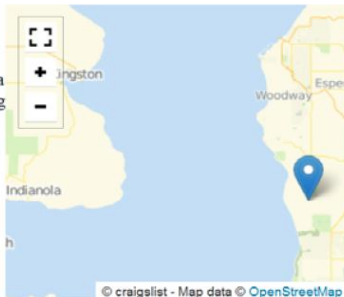
Adams Moving Service: Fast, Affordable, & Professional! (Licensed & Insured, BBB Accredited!)

Thank you for your interest in Adam's Moving and Delivery Service!

My name is Adam, and I graduated from the University of Washington with a B.A. in Psychology in June of 2005. I paid my way through school delivering furniture and helping people move. Dedicating full time attention after graduation, my side gig grew into a real business and is now Adam's Moving and Delivery Service, fully licensed and insured, member of the Better Business Bureau!

Do you need furniture delivered?

If you need furniture delivered we can assist with that too. We will handle each item with care, and protect your item from damage with furniture pads. We are licensed and fully insured, and also deliver furniture for multiple furniture stores in the Seattle area as well as a furniture staging business.* If you would like a quote, please visit our Contact Us page for the most accurate quote.



© craigslist - Map data © OpenStreetMap (google map) (yahoo map)

Do you need household moving assistance?

We provide our new 20ft, 24ft, or 26ft moving trucks, hand trucks, dozens of furniture pads, and securing straps to safely protect your belongings at all times. For large jobs, we have access to as many additional moving trucks and movers necessary to complete the move. No job is too large or small for us to handle professionally. We assist with office moves as well! If you prefer to rent a moving truck, we can simply provide the labor assistance you need to handle your move. We are very good at packing trucks efficiently and securing the load for transport. I have a very dependable team that is exceptionally strong and experienced; we are very capable of maneuvering heavy items through tight spaces without nicking walls, corners and banisters, protecting the item as well as the home from damage. Every guy on my crew is reliable, hard working, and cares about the quality of work we do for you.

Please visit my website for rates, pictures, customer feedback, expectations, and more.

Want a reference?

We have DOZENS AND DOZENS! We are referred by realtors, mortgage lenders, apartment managers, retirement homes, builders, several storage locations, and by our countless satisfied customers. You can also check out our references on www.angieslist.com and www.yelp.com.

I have five years of experience in household moving, and train each and every guy to "practice perfection", and it really shows! We offer moving assistance 7 days a week, so please feel free to call or email me anytime to discuss your move!

If you would prefer to call me to discuss your move, I would be pleased to talk with you. If I cannot answer your call right away, I will return your call very promptly. Please follow up a phone message with an email if possible. I look forward to

hearing from you today!

Adam French, Owner
206.251.1725 Cell
www.adamsmovingservice.com
adam@adamsmovingservice.com
Licensed and Insured
UTC Permit: HG 62045

***Collective and Pier One Imports**

SEATTLE moving companies

- do NOT contact me with unsolicited services or offers

post id: 4375275149 posted: 6 days ago [email to friend](#) [best of](#)

Mar. 20, 2014 Craigslist Ad – Still does not advertise with full name/has not applied for a DBA

APPENDIX T

The screenshot shows a web browser window with the URL <http://www.bbb.org/western-washington/business-reviews/movers/adams-moving-service-and-delivery-in-seattle-wa-22035181/complaints>. The main content area features a prominent orange warning: "THIS BUSINESS IS NOT BBB ACCREDITED" for "Adam's Moving Service & Delivery LLC". The phone number is listed as (206) 251-1725. Below this, there are social media sharing options for Google+, Facebook, and Print. A disclaimer states: "BBB Business Reviews may not be reproduced for sales or promotional purposes." The "Customer Complaints Summary" section shows a dark bar with the text "3 complaints closed with BBB in last 3 years | 0 closed in last 12 months". Below this is a table with two columns: "Complaint Type" and "Total Closed Complaints".

Complaint Type	Total Closed Complaints
Problems with Product / Service	3
Advertising / Sales Issues	0

The right sidebar contains several sections: "QUICK LINKS" with options like "File a complaint against Adam's Moving Service & Delivery LLC", "Accredited Business Directory", "Claim This Review", "What is a BBB Business Review?", and "About Enhanced Services"; "CUSTOMER REVIEWS" with options like "Read Customer Reviews", "Submit a Customer Review", and "See trends in Customer Reviews for Adam's Moving Service & Delivery LLC"; "COMPARE (0)" with the text "Compare Adam's Moving Service & Delivery LLC with other businesses."; and "ASSOCIATED SEARCHES".

March 20, 2014 BBB website -

APPENDIX U

Activity Log

		Case Name:	Adam's Moving and Delivery Service, LLC
Agency Rep:	Lynda Holloway	Time of Activity:	08/10/2012 08:32 PM
Type of Activity:	Phone		
Other Party:	Adam French	Initiated by:	<input checked="" type="radio"/> Agency Rep <input type="radio"/> Other Party

Body:

Spoke with Adam and asked if he had put the correct signage on the driver and passenger doors of his moving trucks yet. He said he did. I asked if he had changed the valuation section on his web-site to say if the customer doesn't make a choice they would automatically receive Replacement Cost Coverage, with deductible, not the Basic Value Protection. He said he he would have his web-designer do it immediately. Told him he may also want to take the word insures off of the last paragraph. He said he would do that also. Told him I would be closing his technical assistance filing.