



Investigation Report

Iron Man Movers and Storage, Inc.

TV-170205

Kristi Ferguson

Compliance Investigations

May 2017

TABLE OF CONTENTS

Purpose, Scope, and Authority.....	3
Executive Summary	4
Background.....	5
Investigation.....	9
Tariff Rates	10
Bills of Lading	12
Estimates	13
Use of Permitted Trade Name and Address	14
Summary of Recommendations	15
Appendices	17

PURPOSE, SCOPE, AND AUTHORITY

Purpose

Iron Man Movers and Storage, Inc. (Iron Man) 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 the investigation focuses on the intrastate transportation of household goods in Washington by Iron Man between the dates of April 1, 2016, through July 31, 2016, and the company's compliance with state laws and commission rules during that period.

Authority

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

Staff

Kristi Ferguson, Compliance Investigator
(360) 664-1108
kferguso@utc.wa.gov

EXECUTIVE SUMMARY

This investigation was prompted by emailed tips commission staff received regarding Iron Man's business practices. The tips referenced Iron Man charging below the allowable tariff rates outlined in Household Goods Tariff 15-C. Based on these tips, and two previous investigations, Compliance Investigation staff determined an investigation was warranted.

Staff reviewed 131 separate moves conducted by Iron Man from April 1, 2016, through July 31, 2016. Staff finds Iron Man in violation of the following state laws and rules and Household Goods Tariff 15-C.

- Failure to bill the required minimum hours for weekend moves and state-recognized holidays in violation of WAC 480-15-490 and Tariff 15-C, Item 230(7).
- Failure to charge the minimum tariffed rate in violation of WAC 480-15-710 and Tariff 15-C, Item 230(6).
- Failure to properly complete the bills of lading in violation of WAC 480-15-710 and Tariff 15-C, Item 95.
- Failure to completely and accurately fill out the estimate form in violation of WAC 15-630 and Tariff 15-C, Item 85.
- Failure to advertise the company's address as recorded at the commission on Iron Man's Facebook page in violation of WAC 480-15-610(1) and failure to use the company's trade name as recorded at the commission on Iron Man's website in violation of WAC 480-15-390(1).

Iron Man has had two previous investigations into its business practices that will be discussed further in this investigation report.

Recommendations:

Staff recommends a penalty of \$15,900 be assessed for the following violations:

- \$2,400 for 24 violations of failing to bill the required minimum hours for weekend moves or state-recognized holidays in violation of WAC 480-15-490 and Tariff 15-C, Item 230(7).
- \$200 for two violations of charging below the minimum tariffed rate in violation of WAC 480-15-710 and Tariff 15-C, Item 230(6).
- \$13,100 for 131 violations of failing to properly complete the bills of lading submitted in violation of WAC 480-15-710 and Tariff 15-C, Item 95.
- \$100 for 52 violations of failing to completely and accurately fill out the estimate form in violation of WAC 15-630 and Tariff 15-C, Item 85.
- \$100 for failure to advertise the company's address on file with the commission on their Facebook page in violation of WAC 480-15-610(1) and failure to use the company's trade name as recorded at the commission on Iron Man's website in violation of WAC 480-15-390(1).

BACKGROUND

Company Background

Iron Man was granted permanent operating authority on March 13, 2002. Eric Stewart d/b/a Iron Man Services operated the company as a sole proprietorship. On April 24, 2009, Eric Stewart and his wife Susan Kelly Stewart registered as a corporation with the WA Secretary of State, under the name of Iron Man Services. Eric and Susan Stewart each hold 50 percent ownership of this corporation. On Oct. 12, 2012, the company's name change was approved by the commission to begin operating as Iron Man Movers and Storage, Inc. The company's physical address on file with the commission is 135 Kelly Road, Bellingham, Washington 98226.

Annual Revenue for Iron Man as reflected in its most recent annual reports filed with the commission is as follows:

Reporting Year	Date Filed	Revenue
2016	May 5, 2017	\$341,850.89
2015	April 29, 2016	\$315,206.54
2014	May 4, 2015	\$323,808.08

Compliance History

Since 2002, when Iron Man was granted permanent operating authority, the following suspensions and violations have been documented:

- Iron Man's permit was suspended for failure to maintain required insurance four separate times between July 2002 and December 2005.
- June 13, 2006, Iron Man was assessed a \$100 penalty in Docket No. TV-060980 for failure to timely file an annual report and pay regulatory fees for 2005. The company filed its report on Sept. 22, 2006, and paid the full penalty on July 19, 2007.
- June 20, 2007, Iron Man was assessed a \$200 penalty in Docket No. TV-071267 for failure to timely file an annual report and pay regulatory fees for 2006. The company filed its report on July 18, 2007, and paid the full penalty on Sept. 19, 2007.
- June 19, 2008, Iron Man was assessed a \$300 penalty in Docket No. TV-081103 for failure to timely file an annual report and pay regulatory fees for 2007. The company filed its report and paid the full penalty on Nov. 13, 2008.
- June 11, 2010, Iron Man was assessed a \$100 penalty in Docket No. TV-101009 for failure to timely file an annual report and pay regulatory fees for 2009. The company filed its report and paid the full penalty on Dec. 1, 2010.

- July 12, 2011, Iron Man was assessed a \$200 penalty in Docket TV-111139 for failure to timely file an annual report and pay regulatory fees for 2010. The company filed its report on June 22, 2011, but did not pay its penalty. The \$200 penalty was sent to collections on May 31, 2012, and written off as an unpaid debt on July 2, 2013, by the Attorney General's Office.
- July 24, 2012, Iron Man was assessed a \$2,100 penalty in Docket TV-120944 for failure to timely file an annual report and pay regulatory fees for 2011. The company filed its report on May 25, 2012, and paid the full penalty on Jan. 18, 2013.
- May 29, 2015, Iron Man was assessed a \$100 penalty in Docket TV-150908 for failure to timely file an annual report and pay regulatory fees for 2014. The company filed its report on May 4, 2015, and paid the full penalty on June 8, 2015.

January 2011 Investigation

In January 2011, staff conducted an investigation into the business practices of Iron Man. Staff cited 244 violations of commission rules and Tariff 15-C, as follows:

- 101 violations of WAC 480-15-630 for failing to issue an estimate to each customer prior to performing a household goods move.
- Two violations of WAC 480-15-630 and Tariff 15-C, Item 85, for failure to use a proper estimate format and failure to accurately complete estimate forms.
- 103 violations of WAC 480-15-710(3) and Tariff 15-C, Item 95, for failure to use a proper bill of lading format, including contract terms and conditions.
- 11 violations of 480-15-710(3) and Tariff 15-C, Item 95, for failure to properly complete bills of lading.
- One violation of WAC 480-15-390(1) for advertising under an unauthorized trade name.
- Four violations of WAC 480-15-610 for failure to include a commission issued permit number, failure to use the company's trade name as recorded at the commission, failure to include a physical address, and advertising free boxes on the company's website.
- 22 violations of WAC 480-15-490 for failing to follow the rates, terms, and conditions imposed by Tariff 15-C; specifically, recording time in increments not authorized by Item 225, operating a "box" loaning program, and collecting sales tax.

Staff did not recommend penalties in connection with the 2011 investigation. Staff provided Iron Man with extensive technical assistance to give the company an opportunity to come into compliance, and put the company on notice that future violations may result in enforcement action, including penalties.

March 2012 Informal Complaint 113279

On March 5, 2012, a consumer filed an informal complaint with the commission against Iron Man. This complaint was consumer upheld. Staff cited 52 rule violations related to incomplete estimates and bills of lading, and provided technical assistance.

July 2012 Investigation

In July 2012, staff conducted a second investigation under Docket TV-120268 into the business practices of Iron Man as a follow-up to the January 2011 investigation.

The 2012 investigation resulted in a \$600 penalty for violations of RCW 81.04, WAC 480-15, and Tariff 15-C. Staff cited repeated violations of commission rules and Tariff 15-C, as follows:

- Failure to use a proper estimate format and failure to accurately complete estimate forms in violation of WAC 480-15-630 and Tariff 15-C, Item 85.
- Failure to use a proper bill of lading format, including contract terms and conditions, in violation of WAC 480-15-710 and Tariff 15-C.
- Failure to properly complete bills of lading in violation of WAC 480-15-710 and Tariff 15-C.
- Use of an unauthorized trade name in violation of WAC 480-15-390.
- Advertising in violation of WAC 480-15-610.
- Failure to follow the terms, conditions, rates, and all other requirements imposed by Tariff 15-C in violation of WAC 480-15-490.

As a result of the investigation, Iron Man was assessed a \$2,300 penalty in Docket TV-120268 on July 26, 2012. The company requested a Brief Adjudicative Proceeding. On Sept. 28, 2012, the parties filed their settlement agreement. The final Order stipulated that Iron Man pay a monetary penalty in the amount of \$600 within 30 days and that the company owners be required to attend Household Goods Carrier Training presented by the commission. The Order was signed on Oct. 3, 2012.¹ The \$600 penalty was paid in full on Nov. 21, 2012. Owners, Eric and Susan Stewart attended the Commission's training on Oct. 10, 2012.

¹ A copy of Commission Order TV-120268 from Oct. 3, 2012, is attached as Appendix A.

April 2015 Consumer Complaint CAS-07163-R6Z0D9

On April 12, 2015, a consumer filed a complaint with the commission against Iron Man.² At the conclusion of the complaint investigation, staff cited 12 rule violations and provided technical assistance for each, as follows:

WAC 480-15-660(2)	2 violations: Failure to provide a supplemental estimate.
WAC 480-15-630(7) / Tariff 15-C, Item 85(2)(f)	1 violation: Failure to include the customer's full destination address on the estimate.
WAC 480-15-630(6) / Tariff 15-C, Item 95(2)(g)	1 violations: Failure to complete a household goods cube sheet inventory of the items upon which the estimate is based and lists the estimated cubic footage for each item.
WAC 480-15-630(7) / Tariff 15-C, Item 85(2)(r)	1 violation: Failure to list the forms of payment the carrier will accept, including any terms or conditions that apply to the method of payment such as interest rates charged for credit plans on the estimate sheet.
WAC 480-15-630(8)	3 violations: Failure to ensure the company representative (1) signed and (2) dated, and the customer (3) dated the bill of lading. Company also charged travel time, but did not complete the estimate.
WAC 480-15-710(3) / Tariff 15-C, Item 95(1)(f)	1 violation: Failure to list the exact address for an additional stop on the bill of lading.
WAC 480-15-710(3) / Tariff 15-C, Item 95(1)(m)	2 violations: Failure to list the stop times on the bill of lading.
WAC 480-15-710(2)	1 violation: Failure to issue only one bill of lading.

May 2015 Consumer Complaint CAS-07235-Z9W1J0

On May 3, 2015, a consumer filed a complaint with the commission against Iron Man.³ At the conclusion of the complaint investigation, the company was required to pay a \$51.75 refund to the consumer. Staff cited 11 rule violations and provided technical assistance for each, as follows:

WAC 480-15-630(7) / Tariff 15-C, Item 85(r)	1 violation: Failure to list the forms of payment the carrier will accept, including any terms or conditions that apply to the method of payment such as interest rates charged for credit plans on the estimate sheet.
WAC 480-15-630(8)	2 violations: Failure to have the company representative or the customer date the estimate.
WAC 480-15-710(3) / Tariff 15-C, Item 95(1)(g)(ii)	1 violation: Failure to mark that the shipment would go into permanent storage on the bill of lading.
WAC 480-15-710(3) / Tariff 15-C, Item 95(1)(k)	3 violations: Failure to have the valuation on the bill of lading match word for word with Tariff 15-C.
Tariff 15-C, Item 95(2)	4 violations: Failure to have the contract terms and conditions of the bill of lading match word for word with Tariff 15-C.

² A copy of consumer complaint CAS-07163-R6Z0D9 is attached as Appendix B.

³ A copy of consumer complaint CAS-07235-Z9W1J0 is attached as Appendix C.

INVESTIGATION

Data Request

On Aug. 19, 2016, staff requested the following records and information from Iron Man Movers and Storage, Inc.⁴

1. For every residential move performed within the state of Washington from April 1, 2016, through July 31, 2016, please provide all supporting documents related to each customer's move, including, but not limited to, the bill of lading, estimate, supplemental estimate, inventory records, weight slips, and all documents related to temporary storage of the goods.
2. A copy of the company's customer complaint and claims register, listing all complaints and claims received from April 1, 2016, through July 31, 2016, and including all documents related to each complaint and claim.

Staff requested Iron Man respond by Sept. 6, 2016. The company called staff and followed up with an email on Sept. 6, 2016, stating that because of a mail mix-up they had just received the letter that day. Iron Man requested a two-week extension to provide the requested documents. Staff granted an extension until Sept. 20, 2016. The requested documents were received on Sept. 23, 2016.

Staff used the documents and information furnished from this data request to conduct its investigation of the company's business practices. Of the 132 moves submitted by the company, one was non-jurisdictional. Each of the 131 moves reviewed were hourly-rated.

⁴ A copy of staff's data request dated Aug. 19, 2016, is attached as Appendix D.

Tariff Rates

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

Of the 131 moves reviewed, Iron Man failed to bill the required minimum hours for weekend hours or state-recognized holidays in 24 instances, in violation of WAC 480-15-490 and Tariff 15-C, Item 230(7).

	DATE	CUSTOMER	HOURS CHARGED
1.	Saturday, April 2, 2016	Cowin	3 hours 15 min.
2.	Sunday, April 3, 2016	Lightner	1 hour 45 min.
3.	Sunday, April 17, 2016	Cobb	3 hours
4.	Saturday, April 30, 2016	Robinson	2 hours
5.	Saturday, April 30, 2016	Peterson	3 hours 15 min.
6.	Saturday, May 7, 2016	Oldenburg	1 hour
7.	Saturday, May 15, 2016	Lee	3 hours 15 min.
8.	Saturday, May 28, 2016	Sechrist	2 hours 30 min.
9.	Saturday, May 28, 2016	Crow	1 hour 45 min.
10.	Memorial Day May 30, 2016	Elvstad	1 hour 15 min.
11.	Memorial Day May 30, 2016	Volart	1 hour 45 min.
12.	Memorial Day May 30, 2016	Rall	2 hours 45 min.
13.	Saturday, June 4, 2016	Neuman	3 hours 15 min.
14.	Sunday, June 5, 2016	Cameron	2 hours 30 min.
15.	Saturday, June 11, 2016	Browning	2 hours
16.	Saturday, June 11, 2016	Conklin	2 hours
17.	Saturday, July 2, 2016	Laird	3 hours 45 min.
18.	Saturday, July 2, 2016	Rhea	3 hours 30 min.
19.	Saturday, July 9, 2016	Hall	1 hour 15 min.
20.	Saturday, July 9, 2016	Ferguson	1 hour 45 min.
21.	Saturday, July 16, 2016	Chulala	3 hours 30 min.
22.	Sunday, July 24, 2016	Stathas	3 hours
23.	Saturday, July 30, 2016	Kok	1 hour 30 min.
24.	Sunday, July 31, 2016	Ammons	1 hour 30 min.

Staff found two bills of lading charging the consumer amounts below the minimum tariffed rate, in violation of WAC 480-15-710 and Tariff 15-C, Item 230(6).

	Date	Customer	Allowable Tariff Hourly Rates	Rate Charged
1	Tuesday, April 19, 2016	Morton	Two movers less than three hours \$69.89-\$145.63	\$66 per hour
2	Monday, June 6, 2016	Wyngeart	Two movers over three hours \$67.56-\$140.78	\$65 per hour

Findings

Iron Man failed to properly apply minimum charges in connection with 24 of the 131 moves reviewed, a repeat violation of WAC 480-15-490 and Tariff 15-C, Item 230. Iron Man received technical assistance for these same violations in January 2011 and penalties as a result of the July 2012 investigation. Furthermore, the company charged below the minimum tariffed rate in two additional instances in violation of WAC 480-15-710 and Tariff 15-C, Item 230(6). Iron Man owners attended the commission’s Household Goods Carrier Training on Oct. 10, 2012. Tariff rates and allowable charges are thoroughly reviewed during the training. Iron Man owners, Eric and Susan Stewart signed the Household Goods Training Verification forms signifying that they not only attended the training, but understood the information being presented.^{5,6}

Recommendations

Staff recommends a penalty for each of the 26 violations of not charging customers the minimum Tariff 15-C rate, as documented on the bills of lading. Each bill of lading is a separate instance and violation. Staff recommends a penalty of \$100 for each of the violations that the company did not charge the customer the correct tariff rates. These are violations of WAC 480-15-710 and WAC 480-15-490 as well as Tariff 15-C, Item 230. Staff documented 26 of these instances and recommends a penalty of \$2,600.

⁵ A copy of the HHG training verification for Eric Stewart is attached as Appendix E.
⁶ A copy of the HHG training verification for Susan Stewart is attached as Appendix F.

Bills of Lading

WAC 480-15-710(3) requires a household goods company to issue a properly completed bill of lading for every move that includes all of the requirements listed in Tariff 15-C, Item 95. The bill of lading provides an itemized overview of all of the charges related to a given move, and explains when and how a carrier is required to release a shipment and extend credit. The back of the bill of lading discloses specific language regarding the terms and conditions of the contract. All of this information is required to ensure that consumers are aware of their rights and obligations under the law.

Each of the 131 bills of lading staff reviewed contained one or more of the following violations of state laws, commission rules, and Household Goods Tariff 15-C and are documented below:

- Not listing the end time of the move and also the start, stop, and interruption times for each employee in violation of Tariff 15-C, Item 95(1)(m). **Repeat violation.**
- Missing signatures and/or the dates in violation of WAC 480-15-710 and Tariff 15-C, Item 95(1). **Repeat violation.**
- Incomplete customer information in violation of WAC 480-15-710 and Tariff 15-C, Item 95(1)(b). **Repeat violation.**
- Incomplete consignee information. These included people other than the customer listed signing the document; however, the co-signee space was left blank on the bill of lading in violation of WAC 480-15-710 and Tariff 15-C, Item 95(1)(c). **Repeat violation.**
- Incomplete origin addresses in violation of WAC 480-15-710 and Tariff 15-C, Item 95(1)(d). **Repeat violation.**
- Incomplete addresses of additional stops in violation of WAC 480-15-710 and Tariff 15-C, Item 95(1)(f). **Repeat violation.**
- No consumer initials on the binding/non-binding option in violation of WAC 480-15-710 and Tariff 15-C, Item 95(1)(h). **Repeat violation.**
- Failure to match tariff language in multiple sections of the contract terms and conditions section in violation of WAC 480-15-710 and Tariff 15-C, Item 95(2). **Repeat violation.**

Findings

Iron Man's bills of lading violations have been addressed in technical assistance by Consumer Protection's complaint investigators and also in the two previous investigations against the company. The missing documentation on the bills of lading demonstrates that Iron Man has not complied with the previous technical assistance and penalties to ensure their staff is correctly and completely filling out the required moving documents.

Recommendations:

Iron Man previously received both technical assistance and penalties for these same violations. Staff believes a larger penalty is warranted. Staff cited one violation for each of the separate 131 bills of lading which contained missing or incorrect information in violation of WAC 480-15-710(3) and Tariff 15-C, Item 95. Staff recommends a penalty of \$13,100 for these repeat violations.

Estimates

WAC 480-15-630 requires a household goods company to issue an estimate prior to every move, and requires that the estimate include all of the elements listed in Tariff 15-C, Item 85. Estimates are intended to protect consumers from deceptive practices and hidden charges. Of the 131 moves reviewed, staff found 52 estimates to be in violation of state laws and commission rules.

Staff also documented one or more of the following violations within these 52 estimates:

- Estimating below the minimum tariffed rate in violation of WAC 480-15-710 and Tariff 15-C, Item 230(6).
- Errors or incomplete customer information in violation of WAC 480-15-630 and Item 85(2)(d). **Repeat violation.**
- Incomplete origin and/or destination addresses in violation of WAC 480-15-630 and Item 85(2)(f). **Repeat violation.**
- Not estimating the charges regarding the four-hour minimum for weekend rates or state-recognized holidays in violation of WAC 480-15-630 and Item 230(7)(a)(ii). **Repeat violation.**
- Incorrect totals for the Table of Measurements (cube sheet) and one cube sheet was left completely blank in violation of WAC 480-15-630 and Item 85(2)(g). **Repeat violation.**
- No consumer initials next the consumer's valuation choice in violation of Tariff 15-C, Item 90(9). **Repeat violation.**
- Not listing forms of payment accepted in violation of WAC 480-15-630 and Item 85(2)(r). **Repeat violation.**
- Missing signatures and/or date from the carrier or the customer in violation of WAC 480-15-630 and Item 85(2)(s). **Repeat violation.**

Findings

Staff found 52 incomplete estimates in violation of WAC 480-15-630 and Tariff 15-C Item 85. Not filling out the estimates completely and accurately has been an on-going issue with Iron Man. These violations were documented in complaint CAS-07163-R6Z0D9 and the January 2011 and July 2012 investigations.

Recommendations

Of the 131 estimates reviewed, 52 estimates contained violations. Staff recommends a category penalty of \$100 (rather than 52 separate violations) for failure to include all of the elements required in violation of WAC 480-15-630 and Tariff 15-C, Item 85.

Use of Permitted Trade Name and Address

WAC 480-15-390(1) provides that all carriers “must conduct operations under the exact name shown on its household goods permit. If a carrier does business under a trade or assumed name, that name must also appear on the permit.”

Iron Man has not registered any trade names with the commission. Iron Man Movers and Storage, Inc., is the only name on record. Staff finds Iron Man in violation of not using the company name on file at the commission on its website and Facebook page.

- The company’s website, www.ironmanmover.com, still only displays the company name of Iron Man Movers, not the Iron Man Movers and Storage, Inc. which is the name on record with the commission in violation of WAC 480-15-390(1).⁷ **Repeat violation.**
- The company’s Facebook page, www.facebook.com/ironmanmovers/ only uses the name Iron Man Movers. The Facebook page also lists the company’s previous address, not the current address on file with the commission in violation of WAC 480-15-610(1).⁸ **Repeat violation.**

Findings

Despite receiving technical assistance in connection with the January 2011 investigation and violations in the July 2012 investigation, Iron Man continues to operate using unauthorized trade names in repeat violation of WAC 480-15-390(1). The incorrect address listed on Iron Man’s Facebook page is also a repeat violation of WAC 480-15-610(1).

Recommendations

Staff recommends a penalty of \$100 for failure to use the company’s trade name as recorded at the commission on Iron Man’s website in violation of WAC 480-15-390(1) and for failure to keep the correct address on record with the commission on the company’s Facebook page in violation of WAC 480-15-610(1).

⁷ A copy of the Iron Man website is attached as Appendix G.

⁸ A copy of the Facebook page showing the incorrect trade name and address is attached as Appendix H.

SUMMARY OF RECOMMENDATIONS

The commission set out the factors it will consider in determining the level of penalty imposed for a violation in Docket A-120061. Below is staff's analysis of those factors as applied to Iron Man's violations:

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

The violations against Iron Man illustrate how the company has disregarded the tariff rules on file with the commission. Tariff 15-C is very specific about what rules household goods carriers must abide by, such as accurately completing estimates, cube sheets, and bills of lading. Iron Man continues to charge customers inconsistent rates, most notably on weekends when they are not charging the four-hour minimum required by the entire household goods moving industry. While this is not harmful to the consumer, this practice does create an uneven playing field with other Household Goods carriers who are abiding by Tariff 15-C's required hourly rates.

2. Whether the violation is intentional.

Staff believes the violations in this report are intentional regarding the four hour minimum not being charged. This on-going issue has previously been documented and continues to concern staff. It is the household goods carrier owner's responsibility to ensure their staff meets all of the proper business practices required by the commission.

3. Whether the company self-reported the violation.

Iron Man did not self-report these violations. Emailed tips to commission staff prompted a review of Iron Man's business practices.

4. Whether the company was cooperative and responsive.

The company was relatively responsive regarding responding to the data request sent to them on Aug. 19, 2016. Iron Man did call and email staff on Sept. 6, 2016, the day the data response was due, to say they had a mail mix-up and had only received the letter that day. Iron Man requested an extension, which was granted until Sept. 20, 2016. Documents were received on Sept. 23, 2016.

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

Iron Man has corrected a number of violations that were noted in previous investigations such as; completing an estimate prior to performing a household goods move and their previous failure to include the proper bill of lading, terms and conditions. They have not remedied the violations of using an incorrect trade name on their website, which has been noted repeatedly. The company is also still not filling out their forms completely and accurately or consistently charging the hourly rates required by Tariff 15-C.

6. The number of violations.

Staff reviewed 131 moves and found a total of 676 violations. Most of these violations are repeat violations that the company has either received technical assistance or penalties for since 2011.

7. The number of consumers affected.

The review of 131 separate moves documents that 131 consumers were affected by Iron Man's business practices. Staff believes that all customers who have contracted a household goods move with Iron Man, have been affected by the company's poor record keeping on their estimates, cube sheets, and bills of lading.

8. The likelihood of recurrence.

Based on previous compliance, staff believes it is likely that without a larger penalty the same or similar violations will continue to occur.

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

As noted in this investigation report, Iron Man has received technical assistance and penalties for a variety of violations in 2011 and 2012. Many of the violations in this report are repeat violations. Iron Man has received penalties for filing seven of their required annual reports later than the due date of May 1 of each year. Iron Man filed its 2016 Annual Report, which was received at the commission on May 5, 2017.

10. The company's existing compliance program.

Staff is not aware of any existing compliance program.

11. The size of the company.

Iron Man reported operating revenue of \$341,850.89 for the 2016 reporting period.

Based on the factors listed above, staff recommends the commission issue a penalty of \$15,900 for the violations cited in this report. Staff believes the seriousness and repeated violations warrant a penalty of this size.

Staff recommends a total penalty of \$15,900 for the following violations:

- \$2,400 for 24 violations of failing to bill the required minimum hours for weekend moves or state-recognized holidays in violation of WAC 480-15-490 and Tariff 15-C, Item 230(7).
- \$200 for two violations of charging below the minimum tariffed rate in violation of WAC 480-15-710 and Tariff 15-C, Item 230(6).
- \$13,100 for 131 violations of failing to properly complete the bills of lading submitted in violation of WAC 480-15-710 and Tariff 15-C, Item 95.
- \$100 for 52 violations of failing to completely and accurately fill out the estimate form in violation of WAC 15-630 and Tariff 15-C, Item 85.
- \$100 for failure to advertise the company's address on file with the commission on their Facebook page in violation of WAC 480-15-610(1) and failure to use the company's trade name as recorded at the commission on Iron Man's website in violation of WAC 480-15-390(1).

APPENDIX A

[Service Date October 3, 2012]

BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Penalty Assessment)	DOCKET TV-120268
Against)	
)	ORDER 01
ERIC STEWART d/b/a IRONMAN)	
MOVING SERVICES,)	INITIAL ORDER APPROVING
)	SETTLEMENT AGREEMENT
In the Amount of \$2,300)	SUBJECT TO CONDITIONS AND
)	CANCELING BRIEF
)	ADJUDICATION
.....)	

- 1 **Synopsis.** *This is an Administrative Law Judge's Initial Order that is not effective unless approved by the Commission or allowed to become effective as described in the notice at the end of this Order. If this Initial Order becomes final, the parties' proposed Settlement Agreement will be approved and the penalty assessed against Ironman Moving Services will be mitigated from \$2,300 to \$600 subject to the condition that the difference of \$1,700 is suspended pending the Company's satisfaction of the requirements in the Settlement Agreement (1) to pay a \$600 mitigated penalty within 30 days of approval of the Settlement Agreement and (2) to send the company's President and two other employees to a Commission-sponsored household goods industry training session scheduled for October 10, 2012.*

- 2 **Penalty.** On July 26, 2012, the Washington Utilities and Transportation Commission (Commission) issued Penalty Assessment TV-120268 against Eric Stewart d/b/a Ironman Moving Services (Ironman Moving or Company) in the amount of \$2,300. The Commission alleged multiple violations of Washington Administrative Code (WAC) 480-15, which specifies how household goods moving companies may issue estimates and supplemental estimates, and multiple violations of Tariff 15-C, which identifies the rates and fees household goods companies may charge their customers, as well as the items a company must include on its estimate forms and bills of lading.

- 3 On August 22, 2012, Ironman Moving filed with the Commission an application for mitigation, admitting the violation and seeking a hearing before an administrative law

judge. Ironman Moving requested “a chance to explain how it has come into compliance in a number of areas.” Although Commission Staff (Staff) indicated that the Company’s mitigation request was not timely filed, Staff supported the request for a hearing in order to facilitate settlement discussions and bring the Company into compliance with Commission rules.

- 4 **Hearing.** Pursuant to RCW 34.05.482 and WAC 480-07-610, the Commission determined that a brief adjudicative proceeding (BAP) was appropriate for determining whether the penalty should be mitigated and what actions might be necessary to ensure that Ironman Moving complies with its regulatory obligations. On September 12, 2012, the Commission issued a Notice of Brief Adjudicative Proceeding and set October 11, 2012, at 10:30 a.m. as the time for the parties to make oral statements concerning their positions.
- 5 **Settlement.** On September 20, 2012, the parties notified the Commission that they had reached a full settlement in principle and indicated they would be reducing it to writing prior to the scheduled hearing date. On September 25, 2012, the Commission issued a Notice Canceling Brief Adjudication upon Condition that Parties Timely File Settlement Documents, requiring the filing by September 28, 2012.
- 6 On September 28, 2012, the parties filed their Settlement Agreement and supporting Narrative. As part of the Settlement, Ironman Moving admits that it violated Commission rules and Tariff 15-C and agrees to pay a monetary penalty in the amount of \$600 within 30 days of the Commission approving the proposed settlement.¹ To demonstrate its commitment to future compliance with Commission statutes and rules, Ironman Moving also agrees to send three of its employees (Eric Stewart, Kelly Stewart, and at least one other employee) to a Commission-conducted rule and tariff training to be held in Olympia, Washington, later this month.²

¹ Settlement Agreement, ¶ 6, and Narrative, ¶ 7. Specifically, the company admits to failures to timely respond to Commission Staff’s data requests, failures to properly format and complete estimates, failures to properly format and complete bills of lading, use of an unauthorized trade name, improper advertising, and failures to adhere to the terms, conditions, rates, and other requirements set out in Tariff 15-C.

² Settlement Agreement, ¶¶ 6 and 7; Narrative, ¶ 7.

7 **Evaluation of Settlement.** WAC 480-07-750(1) states in part: “The commission will approve settlements when doing so is lawful, the settlement terms are supported by an appropriate record, and when the result is consistent with the public interest in light of all the information available to the commission.” Thus, the Commission considers the individual components of the Settlement Agreement under a three-part inquiry, asking:

- Whether any aspect of the proposal is contrary to law.
- Whether any aspect of the proposal offends public policy.
- Whether the evidence supports the proposed elements of the Settlement Agreement as a reasonable resolution of the issue(s) at hand.

8 The Commission must determine one of three possible results:

- Approve the proposed settlement without condition.
- Approve the proposed settlement subject to conditions.
- Reject the proposed settlement.

9 **Commission Decision.** With one exception, the Settlement Agreement reasonably resolves all issues in this proceeding and its terms are consistent with law and public policy. The parties made concessions relative to their respective litigation positions to arrive at end results that are supported by the evidence in the record. Ironman Moving admits certain violations of WAC 480-15 and Tariff 15-C, commits to training in, and future compliance with, Commission rules and statutes, and receives a reduction in the amount of the original penalty. Staff achieves its goal of bringing a company into compliance with its legal obligations, does so without undue financial impact to the business, and ensures proper training for the Company’s leadership and several of its employees.

10 The Settlement Agreement as presented, however, includes no remedy if Ironman Moving fails to comply with its commitments to pay the \$600 mitigated penalty when due and to have three employees attend Commission-conducted rule and tariff training. To ensure that the Company honors these commitments and to reduce the possibility of future proceedings to enforce the Settlement Agreement, the Commission will approve the Settlement Agreement subject to the condition that \$1,700 of the original \$2,300 penalty assessment will be suspended subject to Ironman Moving fulfilling its obligations in the Settlement Agreement (1) to send its President and at least two other employees to the Commission training session as described in the Settlement Agreement; and (2) to pay the \$600 mitigated penalty

within 30 days of final approval of the Settlement Agreement. If Ironman Moving fails to comply with either of these obligations, the entirety of the \$2,300 original penalty assessment will immediately be due and payable. Upon satisfaction of these requirements, the Commission will waive the suspended portion of the original penalty assessment.

ORDER

THE COMMISSION ORDERS:

- 11 (1) The Settlement Agreement between Eric Stewart d/b/a Ironman Moving Services and Commission Staff, attached to this Order and incorporated by reference, is approved as the resolution of all disputed issues in this docket, subject to the condition that \$1,700 of the original \$2,300 penalty assessment is suspended pending satisfaction of the requirements in the Settlement Agreement that (a) the Company's President, Eric Stewart, and two other employees attend the Commission's household goods carrier training session scheduled for October 10, 2012, and (b) payment of the \$600 mitigated penalty within 30 days of the date on which this Order becomes final. Failure to satisfy either of these requirements will result in the entirety of the original penalty assessment of \$2,300 being immediately due and payable. Upon satisfaction of these requirements, the Commission will waive the suspended portion of the original penalty assessment.
- 12 (2) The Brief Adjudicative Hearing scheduled for October 11, 2012, is canceled.
- 13 (3) The Commission retains jurisdiction over the subject matter and the parties to this proceeding to effectuate the terms of this Order.

DATED at Olympia, Washington, and effective October 3, 2012.

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

ADAM E. TOREM
Administrative Law Judge

APPENDIX B

2/14/2017

Case Report

Washington State Complaint: CAS-07163-R6Z0D9

Company: Iron Man Movers and Storage, Inc.

Industry: Household Goods Carriers

Customer: Phil Chase

Account Number:

Service Phone:

E-mail Address: Karenness@comcast.net

**Service Address: 2818 Old Fair Haven Pkwy #225 Bellingham Whatcom
WA 98229**

Complaint: CAS-07163-R6Z0D9

Type: Complaint

Serviced By: Andrew Roberts

Grouped By: Customer Service

Opened On: 4/12/2015, 9:00:00 PM

Closed On: 9/8/2015, 9:00:00 PM

Disposition: Company upheld with violations

Amount Customer Saved: \$0.00

Description:

The customer hired Iron Man Movers to move his goods to a new residence. The move happened on or around 2/23/15. The customer was to be moved in by 3/1/15. The

https://wutc.crm9.dynamics.com/WebResources/new_RFPR_report?id={6887D196-3555-E611-80F6-1458D04DD9C8}

1/24

company sent an employee out to conduct an estimate. The company came out very late in the day and the employees told the customer that the move would have to be over two days. And that they would come back the next day. The company failed to come out the next day, the company came out two days after the initial move. The customer boxed his own goods. Customer states that a box full of kitchen goods came up missing during the move. Customer states that the company denied the customer's claim form? The customer would like the company to provide compensation for the missing goods. Can you please detail efforts the company has made to resolve the customer's complaint? Can you please provide any documentation you have for this move, including but not limited to the bill of lading, any estimates, the inventory, the customer's claim form, all correspondence with the customer, and all other documents the company may have? 4/13/15, 4:44) Complaint passed to Iron Man Movers and Storage via email. Response due 4/20/15 by 5 pm.

Result:

The company did provide the customer with a damage claim form and contact information for the commission. According to the company the customer packed a box of perishable goods the day before, or days before the move. The customer told the company to dispose of the box. The items may have been in that box. The claim was denied. I found some paperwork errors, most notably the company was not able to provide a cube sheet. 12 violations noted.

Violations

WAC or RCW: 480-15-660(2)

Count: 2

Description: Violation: WAC 480-15-660(2) – (2 counts) - The carrier charged a different rate than the corresponding estimate, without a supplemental estimate or indicating new services to be rendered. The 2/27/15 bill of lading charged a rate of \$72 per hour, the corresponding estimate indicated a rate of \$74 per hour. I have recorded one violation for charging a different rate than the estimate indicated. The company was notified of the violations.

WAC or RCW: 480-15-630(7)

Count: 1

Description: Violation: WAC 480-15-630(7) – Tariff 15-C 1st revised sheet 13 Item 85(2)(d) – (1 count) – The company failed to include the customer’s full destination address on the estimate. The company was notified of the violation.

WAC or RCW: 480-15-630(7)

Count: 1

Description: Violation: WAC 480-15-630(7) – Tariff 15-C 1st revised sheet 13 Item 85(2)(g) – (1 count) – The company failed to do a cube sheet of the items upon which the estimate was based and the estimated cubic footage for each item. The company was notified of the violation.

WAC or RCW: 480-15-630(7)

Count: 1

Description: Violation: WAC 480-15-630(7) – Tariff 15-C Original Sheet 14 Item 85(2)(r) – (1 count) – The company failed to show what forms of payment would be accepted on the estimate. The estimate includes a dollar symbol and an unrecognizable symbol. The company was notified of the violation.

WAC or RCW: 480-15-630(8)

Count: 3

Description: Violation: WAC 480-15-630(8) – (3 counts) – The company failed to have its representative and the customer the date the estimate (2 counts). The company charged the customer for travel time, but did not complete the estimate. The 2/25/15 estimate was not complete before

the move, the company cannot charge for travel time. (1 count) The company was notified of the violations.

WAC or RCW: 480-15-710(3)

Count: 1

Description: Violation: WAC 480-15-710(3) – Tariff 15 C Item 95(1)(f) – (1 count) - The company failed to show the exact address for the additional unload point at The Goodwill on the 2/27/15 bill of lading. The company was notified of the violation.

WAC or RCW: 480-15-710(3)

Count: 2

Description: Violation: WAC 480-15-710(3) – Tariff 15 C Item 95(1)(m) – (2 counts) – The company failed to include the stop time on the 2/25/15 and 2/27/15 bills of lading. I have recorded one violation for each missing stop time. The company was notified of the violation.

WAC or RCW: 480-15-710(2)

Count: 1

Description: Violation: WAC 480-15-710(2) – (1 count) – The company failed to issue only one bill of lading for the customer's move. The company issued the initial bill of lading on 2/25/15, then a second on 2/27/15. I have recorded one violation for issuing the second bill of lading. The company was notified of the violation.

Activities

APPENDIX C

3/21/2017

Case Report

Washington State Complaint: CAS-07235-Z9W1J0

Company: Iron Man Movers and Storage, Inc.

Industry: Household Goods Carriers

Customer: Rebecca Zener

Alt Contact:

Account Number:

Service Phone:

E-mail Address: bekahbfree@hotmail.com

Service Address: 908 Puget Street Bellingham Whatcom WA 98229

Complaint: CAS-07235-Z9W1J0

Type: Complaint

Serviced By: William Jacobson

Grouped By: Quality Of Service

Opened On: 5/3/2015, 9:00:00 PM

Closed On: 11/9/2015, 9:00:00 PM

Disposition: Company upheld with violations and arrangements

Violations Total: 11

TA Total: 0

Amount Customer Saved: \$51.75

Description:

The consumer stated she had Iron Man Movers and Storage move her items back in January of 2015. The consumer stated that she packed all of the boxes herself. The consumer stated that between the origin and the destination of the move, her items were in two separate units at the company's storage facility. The consumer stated that there was damage to some of her items, including a wood carrier, table lamp, bed, stools, bench and table. The consumer stated that the damaged items were unrelated to boxes she packed or items she had transported, and that she only claimed items that were transported by the company. The consumer stated that she sent in a damage claim and the company sent back the claim as denied, with the reasoning not matching her

https://wutc.crm9.dynamics.com/WebResources/new_RFPR_report?id={2DBAC99C-3555-E611-80F6-1458D04DD9C8}

1/14

issues. Please provide all documentation pertinent to the move. 5/04, 4:23pm - Passed to Iron Man Movers and Storage Response is due 5/11, 5pm

Result:

The company denied the consumer's damage claim and clearly specified the reasons for denial in a 4/13/15 letter sent to the consumer, which is in compliance with WAC 480-15-810(4)(a). The company sent the consumer a refund check for \$51.75 on 11/02/15 for charging travel time to the point of origin and the time spent completing the estimate. 11 violations recorded, and technical assistance provided.

Violations

WAC or RCW: 480-15-630(7)

Count: 1

TA:

Description: WAC 480-15-630(7) – (1 total violation) (1 Count) Tariff 15-C, Item 85(r) – The company failed to show the forms of payment the carrier will accept, including any terms or conditions that apply to the method of payment, such as interest rates charged for credit plans. The company was notified of the violation.

WAC or RCW: 480-15-630(8)

Count: 2

TA:

Description: WAC 480-15-630(8) – (2 total violations) (1 Count) – The company failed to have the consumer date the estimate. (1 Count) – The company failed to complete the estimate prior to charging for travel time to the origin and time spent completing the estimate. The company was notified of the violations.

WAC or RCW: 480-15-710(3)

Count: 8

TA:

Description: WAC 480-15-710(3) – (8 total violations) (1 Count) – Tariff 15-C, Item 95(1)(g)(ii) – The company failed to mark that the shipment would go into permanent storage on the bill of lading. (3 Counts) – Tariff 15-C, Item 95(1)(k) – The company failed to have the valuation on the Bill of Lading match word for word with Tariff 15-C. The first sentence says “initial only one option.”, and should say “initial only one of the following

options”. One of the valuation options is labeled “Replacement Cost Coverage with \$300 Deductible”, but should be labeled as “Replacement cost coverage with deductible”. Under replacement cost coverage with no deductible it says: “I declare a total lump sum value for this shipment at \$_____.”, but should say: “I declare a lump sum total dollar valuation on this entire shipment of \$_____.” (4 Counts) – Tariff 15-C, Item 95(2) – The company failed to have the contract terms and conditions of the bill of lading match word for word with Tariff 15-C. The company’s terms say: “Plants”, but should say: “Live plants”. Under Section 4 (D) it states: “the carrier for any loss”, but should say: “the carrier against any loss”. Under Section 5 (D) it says: “written notice required in tariff Item 40(3)”, but should say: “written notice required in Item 40(3)”. Under Section 6 it says: “bill of lading contract or shipping receipt should accompany”, but should say: “bill of lading contract or shipping receipt must accompany”. The company was notified of the violations.

Activities

Activity Type: Email

Activity Date: 5/4/2015, 11:51:00 AM

To:

From: Bronko69er@gmail.com

Subject:

Attachments: 1

Body:

SEE ATTACHMENT - Claim denial letter dated 4/13/15 Jason, This is the response they sent me dated 4/13/15

Activity Type: Email

Activity Date: 5/11/2015, 8:22:00 AM

To:

From:

Subject:

Attachments: 2

Body:

APPENDIX D



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 • TTY (360) 586-8203

August 19, 2016

Eric Stewart
Susan Stewart
Iron Man Movers and Storage, Inc.
1495 Lahti Dr.
Bellingham, WA 98226

RE: Data Request

Dear Mr. and Ms. Stewart:

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 April 1, 2016, to July 31, 2016, 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 April 1, 2016, to July 31, 2016, and including all documents related to each complaint and claim.
3. The name, title, telephone number, and email address of the contact person that our staff can work with directly for questions that may arise concerning any details of the data provided.


Respect. Professionalism. Integrity. Accountability.

Iron Man Movers and Storage, Inc.
August 19, 2016
Page 2

You are required to furnish the above requested documents no later than 5 p.m., Sept. 6, 2016.
Please attach a copy of this letter to the documents for reference.

If you have any questions, please contact Kristi Ferguson, Compliance Investigator at (360) 664-1108 or kferguso@utc.wa.gov.

Sincerely,



Steven V. King
Executive Director and Secretary


Respect. Professionalism. Integrity. Accountability.

APPENDIX E

VERIFICATION OF TRAINING RECEIVED

This document is used to record completion of training in specific topics important to the operations of household goods carriers operating in the State of Washington. It will become part of the motor carrier file maintained by the Commission.

Name of HHG Company (as registered) and Permit No.	11611862	Date of Training	10-10-12	Name of Trainer(s)	Richard Kayne Lynda D. Primi
Name of Attendee (please print clearly)	Eric Stewart	Phone Number	360 733-1023	Email address	ironmanmoverse@comcast.net

Safety Regulations	Attendee must sign below, then initial each line acknowledging that training was received for each subject.
Applicability/Definitions/Acronyms	 X Not Required
Drug and Alcohol Testing	
Pre-Employment Drug Testing	
Post Accident Testing	
Random Testing	
Selection & Notification	
Reasonable Suspicion Testing	
Subpart B Prohibitions	
Drug & Alcohol Policy	
Consequences for Engaging in Drug & Alcohol Use	
Commercial Driver's License	
Vehicles that require a CDL/Endorsements	
Qualifications for Drivers	
Entry Level Driver Training	
Driver Qualification File	
Multiple Employer Driver	
Driver Operations	
Inspection and Use of Equipment	
Pre-Trip Inspection	
Accident Register	

Hours of Service	
Maximum Driving Times	
34- Hour Restart	
Non-CDL Drivers Short-Haul Exception	
16-Hour Short Haul Exception	
100 Air Mile Radius Driver	
Driver's Duty Status Record	Not Required
Driver's Log Book Requirements	
Inspection, Repair & Maintenance Records	
Driver Vehicle Inspection Report	
Periodic Inspection	
Marking of Motor Vehicles	
Equipment Leasing	
Safety Compliance Review (CR)	
Rules and Tariff Training	
Permits	
Annual Reports & Regulatory Fees	SR
Insurance	SR
Advertising	SR
Estimates (and cube sheet)	SR
Consumer Information (brochure)	SR
Loss & Damage Protection (Valuation)	SR
Rates (Hourly-Rated Moves)	SR
Rates (Mileage-Rated Moves)	SR
Storage	SR
Bill of Lading	SR
Complaints and Claims	SR

APPENDIX F

VERIFICATION OF TRAINING RECEIVED

This document is used to record completion of training in specific topics important to the operations of household goods carriers operating in the State of Washington. It will become part of the motor carrier file maintained by the Commission.

Name of HHG Company (as registered) and Permit No. <i>Iron Man Movers and Storage, Inc. 116118062</i>		Date of Training <i>10-10-12</i>	Name of Trainer(s) <i>Rayne, Lynda Dickbarci</i>
Name of Attendee (please print clearly) <i>Susan 'Kelly' Stewart</i>		Phone Number <i>(360)733-1023</i>	Email address <i>ironmanmovers@comcast.net</i>
Safety Regulations	Attendee must sign below, then initial each line acknowledging that training was received for each subject. <i>[Signature]</i> X _____		
Applicability/Definitions/Acronyms			
Drug and Alcohol Testing			
Pre-Employment Drug Testing			
Post Accident Testing			
Random Testing			
Selection & Notification			
Reasonable Suspicion Testing			
Subpart B Prohibitions			
Drug & Alcohol Policy			
Consequences for Engaging in Drug & Alcohol Use			
Commercial Driver's License Vehicles that require a CDL/Endorsements Qualifications for Drivers	Not required		
Entry Level Driver Training			
Driver Qualification File			
Multiple Employer Driver			
Driver Operations			
Inspection and Use of Equipment			
Pre-Trip Inspection			
Accident Register			

Hours of Service	
Maximum Driving Times	
34- Hour Restart	
Non-CDL Drivers Short-Haul Exception	
16-Hour Short Haul Exception	
100 Air Mile Radius Driver	
Driver's Duty Status Record	Not Required
Driver's Log Book Requirements	
Inspection, Repair & Maintenance Records	
Driver Vehicle Inspection Report	
Periodic Inspection	
Marking of Motor Vehicles	
Equipment Leasing	
Safety Compliance Review (CR)	
Rules and Tariff Training	
Permits	
Annual Reports & Regulatory Fees	
Insurance	
Advertising	
Estimates (and cube sheet)	
Consumer Information (brochure)	
Loss & Damage Protection (Valuation)	
Rates (Hourly-Rated Moves)	
Rates (Mileage-Rated Moves)	
Storage	
Bill of Lading	
Complaints and Claims	

APPENDIX G



HOME MOVING SERVICES ABOUT US TESTIMONIALS CONTACT

360-733-1023

IRON MAN MOVERS

MAKE YOUR MOVE TODAY

When it's time to move into your new place, don't trust your goods to just anyone. Choose the **SUPERHEROES** at Iron Man Movers for moving your goods from one place to the next with ease and speed.

Contact us for a FREE estimate

DOT1981024 HG11862



Residential moves Commercial moves Learn more about us

Your local moving company located in Bellingham, WA in Whatcom County

APPENDIX H

Iron Man Movers

Claire Home Find Friends



Iron Man Movers
@ironmanmovers

Home
About
Photos
Likes
Reviews
Posts

Create a Page

Like Follow Share Call Now Message

About

Suggest Edits

FIND US

4215 Britton Rd
Bellingham, Washington

@ironmanmovers

Call (360) 733-1023

Get Directions Message Now

ADDITIONAL CONTACT INFO

<http://www.ironmanmoversbellingham.com/>

MORE INFO

About

LOCAL FAMILY OWNED AND OPERATED BUSINESS FOR 19 YEARS Great Service Great Prices Residential & Office Now Offering Storage Call for a free estimate Licensed and Insured

Home Mover · Local Business

Chat (Off)