Received Records Management May 23, 2023

From: <u>Derrick Hatke</u>

To: Records Management (UTC)
Cc: Jesus Calderon; Darryl Lewis
Subject: Response to TV-230319

Date: Tuesday, May 23, 2023 9:29:08 PM

Attachments: Estimate (UTC).pdf

BOL (UTC).pdf

External Email

To whom it may concern,

After reviewing the violations brought to our attention, we have taken the necessary steps to correct these and in hopes to satisfy the UTC Requirements. Let me address each one of these bullet points outlined in the TV-230319.

It also appears we have cause to mitigate/appeal some of the violations and have taken the necessary steps to correct others, below you will find the violations we feel can be mitigated.

- Failed to provide a space on the estimate form for the customer to sign acknowledging that they received a copy of the Consumer Guide to Moving in Washington State.
 - Asking for Mitigation
 - The customer has been getting a copy of the Consumer Guide to Moving in WA
 electronically when we send them the estimate through our CRM, unfortunately
 that didn't reflect in the documentation that we sent to the UTC. They have
 been acknowledging they received the Moving Guide on the BOL with an
 electronic signature
 - This has been corrected and you you will find on the attached PDF Estimate, we have included the acknowledgement that they received a copy of the Consumer Guide to Moving in WA.
- Failed to include the Company's address as recorded with the Commission.
 - Asking for Mitigation
 - We feel that this is correct and in the original documentation that we sent over to you upon your initial request. The address is located in the upper righthand corner of the Estimate documentation.
- Failed to indicate on the estimate whether it is binding or non-binding.
 - Asking for Mitigation
 - Through our CRM system, the customer has been aware if it was "binding" or "non-binding", it just wasn't reflected on the printable version of the estimate.
 - This has been corrected and you can find on the attached PDF Estimate, we
 have included the language "Binding, and "Non-Binding". It is now visible in the
 upper right hand of the first page of the estimate labeled "Binding Type".

- Failed to include the required information for binding and non-binding moves
 - This has been corrected and can find on the attached PDF Estimate, we have included the language "Binding, and "Non-Binding" required information within the estimate documentation.
- Failed to include the forms of payment the Company will accept, including any terms or conditions that apply to the form of payment, such as interest rates charged for credit plans.
 - This has been correct and will find on the attached PDF Estimate, we have included the forms of payment. It is now visible in the upper right hand of the first page of the estimate. There are no conditions that apply and we do not offer credit plans at this time.
- Failed to include the signature of the carrier personnel that completed the estimate form and the date signed.
 - This is corrected and you can find on the attached PDF Estimate, we have included a line below the Shipper/Customer Signature an additional signature of the Carrier/Speedy Movers Representative.
- Failed to include the start, stop, and interruption times of each employee involved in the move. In addition, the Bill of Lading forms do not include the time the vehicle left and returned -to the terminal as required for hourly-rated moves.
 - Asking for Mitigation
 - This information is recorded in our CRM system and visible to the office, crew, and customer, but not transferred to the BOL.
 - Can we please get additional clarification on the specifics of this violation. We are working on a solution with our CRM Provider.
 - You will find on the PDF BOL, that is attached, that we have added a snap shot of start time and end time. As well individuals assigned to the job, listed on the BOL.
- Failed to include the amount and type of every charge assessed as a separate line item
 - Asking for Mitigation
 - The BOL already reflects an itemized list of charges being accessed. We have changed our language and included Total Charges on the Bill of Lading, instead of Estimated Charges.. This is reflected in the PDF – BOL, that is attached.

- Failed to remove language in the contract terms on the Bill of Lading form that is not authorized by Tariff 15-C, Item 95 (2).
 - We have added at the top of our BOL the heading: Uniform Household Goods Bill of Lading and the appropriate language to follow. You can see the change on the attached PDF - BOL.
 - Reviewed all language on the BOL provided to the customer and looks to be corrected, other than the start, stop, interruption times of each employee involved in move (which we are addressing).

Kind Regards

