

ALJ/BWM/tcg \*

Mailed

MAY 04 1998

Decision 98-04-064 April 23, 1998

**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA**

In the Matter of the Regulation of  
Used Household Goods Transportation  
by Truck.

I.89-11-003

(Filed November 3, 1989)

**ORIGINAL**

(See Attachment A for appearances.)

## TABLE OF CONTENTS

Title	Page
FINAL OPINION.....	2
1. Summary.....	2
2. Background.....	2
3. Phase III: Final Program.....	5
3.1. Issues and Summary of Amended Settlement.....	5
3.2. Adoption of Amended Settlement.....	8
3.3. Implementation.....	13
4. Phase IV: Restrictions on Lien Sale.....	14
4.1. Discussion.....	15
4.2. Changes to Important Information Booklet .....	24
4.3. Other Arguments .....	26
4.4. Official Notice of Record in C.95-03-057 .....	35
5. Other Issues.....	37
5.1. Monitoring Reports.....	37
5.2. Distance Table 8.....	38
5.3. PU Code § 3553.....	38
Findings of Fact.....	39
Conclusions of Law .....	42
FINAL ORDER.....	44

### **List of Attachments**

**Attachment A: Appearances**

**Attachment B: Joint Motion for Adoption of Settlement and Stipulation**

**Attachment C: Administrative Law Judge's Ruling dated February 21, 1997**

**Attachment D: Comments and Amendments**

**Attachment E: Maximum Rate Tariff 4**

**Attachment F: Excerpts from D.96-12-060**

**Attachment G: Variations on Ordering Paragraph 4 of D.96-12-060**

**Attachment H: List of Acronyms and Abbreviations**

## FINAL OPINION

### 1. Summary

We here resolve issues presented in Phases III and IV, the last two phases of this investigation. Phase III considers all aspects of our regulation of used household goods transportation by truck for the purpose of establishing the final program. We adopt an amended Settlement and Stipulation (Settlement) reached by all active parties to accomplish final implementation of our maximum rate program.

Phase IV considers limited issues ordered to be reheard from Decision (D.) 96-12-060 in Case (C.) 95-03-057, and transferred to this proceeding by D.97-10-034, regarding sales of household goods by household goods carriers to enforce a lien. We decline to continue restricting the ability of a household goods carrier to execute a lien sale, and make clarifying modifications to the Important Information Booklet (Booklet). All matters having now been addressed, this investigation is closed.

### 2. Background

This investigation was initiated to undertake a comprehensive review of Commission objectives, and program implementation, in our regulation of used household goods transportation over the public highways by truck. As a result, D.90-12-091 (December 19, 1990; 38 CPUC2d 559) significantly revised our program. By that decision, we replaced minimum with maximum rate regulation, and we enhanced and expanded consumer protections. We also established a second phase to finalize the new program.

D.90-12-091 was stayed, and limited rehearing granted, by D.91-03-072 (March 22, 1991; cited but not reported at 39 CPUC2d 503). D.91-04-030 (April 10, 1991; cited but not reported at 39 CPUC2d 536) identified the issues to be reheard, consolidated the rehearing with certain pre-implementation issues



previously identified for Phase II, and established Phase III to finalize the maximum rate program.

D.92-05-028 (May 8, 1992; 44 CPUC2d 211) adopted a settlement reached between the active parties of most of the issues to be reheard and Phase II issues. It also decided contested issues. As a result, our new regulatory program, including Maximum Rate Tariff 4 (MAX 4), became effective on November 1, 1992. D.92-05-028 also identified specific issues for Phase III, with the goal of completing review of our regulation of used household goods transportation by truck.

On February 4, 1993, the Division of Ratepayer Advocates (now the Office of Ratepayer Advocates--ORA<sup>1</sup>) filed and served a notice of a settlement conference to be held on February 17, 1993. Several Phase III prehearing conferences (PHC) were held in 1993, 1994, and 1995, at which the active parties reported that they had met several times, were making progress in reaching settlement, and desired additional time. Correspondence from the active parties in 1995 and 1996 reiterated their continued desire to delay formal hearings, and to pursue further settlement efforts.

On November 8, 1996, the California Moving and Storage Association (CMSA), Tri-Valley Transportation & Storage Company (Tri-Valley), and ORA (collectively "settling parties") filed and served a joint Motion for Adoption of Settlement and Stipulation. No comments supporting or opposing the Settlement were filed.

---

<sup>1</sup> By action of the Executive Director, the Division of Ratepayer Advocates (DRA) was replaced by the Office of Ratepayer Advocates (ORA) on September 10, 1996. The functions perform by DRA as a party in this proceeding now reside with ORA.

On February 21, 1997, the Administrative Law Judge (ALJ) filed and served a ruling inviting settling parties to make a further showing in support of the Settlement, or amend the Settlement in certain areas. Settling parties were also asked to comment on several specific matters. On March 31, 1997, settling parties filed and served further material in support of, comments on, and amendments to, the Settlement.

On October 9, 1997, D.97-10-034 granted rehearing of limited issues decided in D.96-12-060 (C.95-03-057), and transferred the rehearing to this investigation. By ruling dated October 23, 1997, the ALJ established Phase IV for the purpose of considering the matters to be reheard, and invited comments. Comments were filed on November 7, 1997, and reply comments filed on November 17, 1997.

On January 29, 1998, CMSA filed a petition to set aside submission of Phase IV for the limited purpose of submitting an opinion of the United States Court of Appeals, Ninth Circuit. The petition was granted by ruling dated February 6, 1998, parties were given 11 days to file page-limited comments on the subject opinion, and the matter resubmitted on February 17, 1998.<sup>1</sup>

Having found that it is required in the public interest (Rule 77.1 of the Commission's Rules of Practice and Procedure), on March 31, 1998, a draft decision was filed and served for comment. Reasonable comments are incorporated or addressed herein.

---

<sup>1</sup> On March 25, 1998, complainant in C.95-03-057 served, and on March 30, 1998 filed, a motion for acceptance of late-filed comments, waiver of page limit, and waiver of 11-day deadline for filing comments on the subject opinion, and for acceptance of late-filed response to CMSA's petition to set aside submission of Phase IV. No responses were filed. The motion is granted.

### **3. Phase III: Final Program**

#### **3.1. Issues and Summary of Amended Settlement**

Attachment G to D.92-05-028 identifies the 15 issues for Phase III. The issues include the appropriate methodology and procedures to establish and update maximum rates; treatment of valuation; procedures for protection of consumers against loss and damage; simplification of, and improvement to, documentation requirements; and review and consideration of various consumer protections. Settling parties add and resolve four issues which they feel necessary to complete the program. All issues are stated in the November 8, 1996 Settlement, which is attached as Attachment B to this decision. Attachment C to this decision is the February 21, 1997, ALJ Ruling asking for further support and comments. Attachment D is the March 31, 1997 Comments of the Settling Parties and Amendments to Settlement and Stipulation.

In summary, the amended Settlement provides the following:

1. **Final Methodology:** maximum fixed rates (except packing container rates) will be increased by inflation (measured by the consumer price index), offset by a productivity adjustment factor of 0.669. That is, maximum fixed rate increases will be 66.9% of measured inflation.
2. **Rate Recommendations:** Final rates will be determined according to the recommended methodology.
3. **Estimate and Agreement:** Settling parties agree there is a benefit to applying the same number of days to advance receipt of an Estimated Cost of Services form (Estimate) for the purpose of exceeding maximum fixed rates, and advance receipt of the Agreement for Moving Services form (Agreement).
4. **Valuation:** Valuation remains unbundled. Full value protection rates have been added to cover storage-in-transit. The default valuation remains \$20,000 of actual cash value if no declaration is made. There is no valuation charge if the valuation rate per \$100

of declared value is not given. Failure to state the moving service rates results in a rate equal to 65% of the maximum fixed rate.

5. Documentation: The Agreement for Service is renamed the Agreement for Moving Services. The explanation of how maximum fixed rates may be exceeded is moved from the Agreement to the Estimate. The statement advising shippers that they need not sign the Change Order for Services (Change Order) is removed.
6. Carrier-Filed Rates: Individual carrier-filed rates are not allowed.
7. Promote Best Qualities: CMSA will meet regularly with Commission staff to review complaint data, carrier non-compliance matters and illegal carrier issues. CMSA and staff will coordinate and cooperate on articles for publication, periodic training, joint press releases, meetings and conferences.
8. Re-testing Carriers: Re-testing is unnecessary since there are no major changes to the program.
9. Penalties: Current penalties are retained.
10. Distance Table: Distance Table 8 is retained. Hourly rates will continue to apply only on moves of 100 constructive miles or less, and piece rates will continue on moves under 50 constructive miles.
11. Performance Report and Consumer Outreach: Preparation of a carrier performance report will not be undertaken. Consumer outreach will be through placement of information in telephone book yellow pages, plus radio and television public service announcements.
12. Loss and Damage Claims: Current rules are retained.
13. Arbitration: Arbitration will continue to be available. Commission involvement will be to provide information on its availability.

14. **Flight Carry:** The phrase "at least eight" will be used consistently in all definitions of first flight.
15. **Specific Rewording Proposals:** Discussion of the \$100 refund for failure of a carrier to give the Booklet to the shipper is reworded in the Booklet and the Agreement. Discussion of one level of valuation during shipment and another during storage-in-transit is removed. All references to the three day rule will be consistently stated as "no less than three days." The registered mail requirement for the Booklet is relaxed to allow for receipt by regular mail.
16. **Computer-Generated Estimates:** Carriers are allowed to make use of available portable technology, as long as all tariff requirements are met. Rules regarding use of red type are relaxed to allow other means to clearly identify the forms.
17. **Carrier Liability for Loss and Damage:** References to "loss and damage" and "loss" are reworded to remove ambiguities.
18. **Commission's Toll-Free Number:** Information given to consumers calling the Commission's household goods toll free telephone number is limited to the Commission's household goods program, consumer rights and obligations, loss and damage procedures, type and status of a carrier's authority, insurance status, whether a carrier has received any citations in the last two years, and legal action against a carrier in the last two years.
19. **Interstate Commerce Commission Termination Act of 1995:** References in MAX 4 that are inconsistent with the federal definition of household goods are removed.

### 3.2. Adoption of Amended Settlement

Regulation is often factually intensive.<sup>3</sup> It typically requires the consideration of many policies, some of which are in competition with other policies at least some of the time. Regulation also involves the application of governing law. The Commission's role is to determine facts, weigh policy objectives, ensure conformity with law, and reach a reasonable outcome in each proceeding. In doing this, the Commission has often acknowledged California's strong public policy favoring settlements. (See, for example, D.97-01-013; D.96-12-005; D.92-10-051, 46 CPUC2d 113, 124; D.91-05-029, 40 CPUC2d 301, 326; D.88-12-083, 30 CPUC2d 189, 221-223.)

Our Rules of Practice and Procedure provide that:

"The Commission will not approve stipulations or settlements, whether contested or uncontested, unless the stipulation or settlement is reasonable in light of the whole record, consistent with law, and in the public interest."  
(Rule 51.1(e).)<sup>4</sup>

---

<sup>3</sup> For example, specific rates for household goods carriers must be set in compliance with certain criteria. PU Code § 5191 requires that established rates be just, reasonable, nondiscriminatory, plus account for the cost of all transportation service, any accessorial service, the value of the commodity transported, and the value of the equipment, facilities and personnel reasonably necessary to perform the service. In addition, annual adjustments of household goods maximum rates must include a reasonable percentage of any index increase to encourage higher productivity and promote efficiency and economy of operation by household goods carriers.

<sup>4</sup> Article 13.5 of the Rules of Practice and Procedure (which includes Rule 51.1(e)) applies to stipulations and settlements involving gas, electric, telephone, and Class A water utilities. At the first prehearing conference in Phase II, the ALJ directed that stipulation and settlement efforts in this proceeding be conducted and considered under the procedures and standards set forth in Article 13.5. (See Transcript PHC-4, p. 243; also see D.92-05-028, 44 CPUC2d 221, 219.) Parties were invited to file motions to modify the rules as necessary. No motions were filed. Phase II groundrules were continued into Phase III. (See Transcript PHC-8, pp. 298-9.)

Further, we have clarified our consideration of all-party settlements. (See D.92-12-019, 46 CPUC2d 538, 550-1; D.97-01-013.) We will adopt all-party settlements where the record supports the following findings:

- "a. All active parties to the proceeding join in sponsoring the settlement.
- "b. The sponsoring parties are fairly reflective of the affected interests.
- "c. No term of the settlement contravenes statutory provisions or prior Commission decisions.
- "d. The settlement conveys sufficient information to permit us to discharge our regulatory obligations with respect to the parties and their interests. (46 CPUC2d at 554-55 (sic).)" (D.97-01-013; 1997 Cal PUC Lexus 13, \*5.)

The amended Settlement here meets these criteria. First, all active parties in Phase III sponsor the amended Settlement.<sup>3</sup> Moreover, we note that none of the parties in Phase III oppose the amended settlement, demonstrating at least complete lack of opposition, if not general support, for the amended Settlement.

Second, affected interests are those of carriers, shippers and the public. Sponsoring parties represent or reflect the interest of carriers, shippers, and the public. Thus, sponsoring parties are fairly reflective of the affected interests.

Third, no term of the amended Settlement contravenes statutory provisions or prior Commission decisions. For example, the Settlement implements Public

---

<sup>3</sup> The California Manufacturing Association was active in Phases I and II, and joined in the Phase II settlement, but did not actively participate in Phase III.

Utilities (PU) Code § 5191, by proposing a final methodology for establishing and updating maximum rates consistent with the PU Code. Further, the amended Settlement brings our program into compliance with the Interstate Commerce Commission Termination Act of 1995, by eliminating references to regulation of office, store, and institutional moves, which have been exempted from state regulation of rates, routes, and services. No party alleges the amended Settlement contravenes any statutory provision, and we are aware of no contravention.

By Ruling dated February 21, 1997, the ALJ invited the parties to provide further support to demonstrate that the settlement met this third test with respect to prior Commission decisions. For example, the Settlement appeared to contradict prior Commission decisions with regard to the level of default rates, new documents, receipt of the Booklet, and consistency in Commission adopted forms.<sup>6</sup> In their comments and amendments (see Attachment D), settling parties satisfactorily explain how these provisions do not contradict prior Commission decisions, or amend the Settlement, to eliminate any conflict. We find the amended Settlement meets the third test.

Finally, the amended Settlement fully explains settling parties' proposed program regarding all 15 Phase III issues identified by the Commission, as well as the four issues added by the settling parties. The amended Settlement, therefore, conveys sufficient information to permit the Commission to discharge its future regulatory obligations with respect to the parties and their interests.

Having met our tests for adoption of an all-party settlement, we conclude the amended Settlement is reasonable in light of the whole record, consistent

---

<sup>6</sup> See Attachment B, Sections 1.2.1, 1.2.3, 1.2.4, and 1.2.6.



with law, and in the public interest. We consider other aspects of the settlement to reach this conclusion. For example, regarding the record, settling parties have corrected a conversion error in the development of the rate for "van and 1," previously carried forward into MAX 4 rates. This reduces the MAX 4 maximum fixed rate for "van and 1" in all three territories in the range of 2.2 to 2.5 percent. Further, settling parties have demonstrated that the proposed default rate (when a carrier fails to properly and fully document a shipment) conforms with prior Commission decisions and the record. The proposals are all within the scope of Phase III issues, and, as settling parties state, the amended Settlement furthers the Commission's policy of consumer protection while allowing the MAX 4 program to function more efficiently for the public benefit. No party contends the amended Settlement is unreasonable in light of the whole record, and we find that it satisfies this test.

Moreover, the amended Settlement is in the public interest. For example, settling parties agree that the two 3-day rules<sup>7</sup> should be retained, based on experience that both rules are workable and provide important benefits to consumers. Settling parties agree on several minor changes in the documentation of household goods shipments, all of which relocate or clarify the consumer protections of MAX 4 so that the forms better reflect carrier and shipper responsibilities in the moving process. The amended Settlement revises documents to convey changes in consumer protections in a context that is factual, and furthers the Commission's goal that consumers of moving services be fairly

---

<sup>7</sup> A carrier must provide the Agreement to the shipper no less than three days before the move begins. An Estimate used to assess rates in excess of maximum fixed rates, must also be issued no less than three days before the move begins.

and fully informed, both before and during a move. Thus, we conclude the amended Settlement is in the public interest.

Settling parties have a well-documented history of strongly-held convictions, leading to multiple views regarding the regulation of used household goods carriers. Settling parties have been extensively involved in negotiating the complex issues involved in Phase III for over four years, and they represent extremely knowledgeable, experienced parties on issues involving the transportation of used household goods. Settling parties have used their collective experience to produce a balance between a workable tariff for carriers and improved consumer protections, both of which are in the public interest. Moreover, the amended Settlement eliminates the need for a major commitment of time and resources that would otherwise be required to litigate these issues. No party alleges the amended Settlement is not in the public interest.

As settling parties state, the amended Settlement embodies compromises of the parties' positions. The compromises were reached through negotiations on the whole range of issues presented for Phase III. Because this amended Settlement satisfies the criteria for adoption of an all-party settlement, we give weight to settling parties' joint recommendations in arriving at our factual findings. Moreover, we give weight to settling parties' assertions that the compromises they have reached are fair and equitable.

We also do not try to dissect each provision of the Settlement to see whether it approximates the result we would have reached had the issue underlying that provision been submitted for us to resolve. No settlement could ever survive such scrutiny, nor would that degree of scrutiny leave the parties sufficient room for negotiating settlements. We view the amended Settlement as a whole, and taken as a whole, we find this all-party amended Settlement meets

our criteria for adoption of an all-party settlement, and is reasonable in light of the whole record, consistent with law, and in the public interest.

### 3.3. Implementation

Final MAX 4 is contained in Attachment E, and will become effective 90 days from today. The 90 days will provide carriers an opportunity to reprint forms, including the Booklet. It will also provide an opportunity for carriers to read this decision and become familiar with final MAX 4. (See Issue 8.) It will provide individual carriers an opportunity to conduct staff training, or CMSA to sponsor group training. It will provide CMSA an opportunity to include a detailed description of all changes in its trade publication, and, depending upon scheduling, may allow CMSA to address changes in regularly scheduled chapter meetings.

As settling parties state, however, there are no major changes in the program. Therefore, given our limited resources, we do not order staff conducted training.

MAX 4 rates were last updated in January 1998, by application of the rate adjustment methodology in the amended Settlement. (See Resolution TL-18831, dated January 21, 1998.) Rate tables were not reprinted at that time, but a percentage increase was authorized for all rates (with the exception of packing materials in Item 340). In today's decision, new rate tables are included by application of the percentage increase authorized in Resolution TL-18831. We decline to further adjust MAX 4 rates, however, since the last adjustment was so recent, and consumer prices adjusted for the productivity factor are increasing at such a moderate pace.<sup>\*</sup> Moreover, the amended settlement and PU Code § 5191

---

<sup>\*</sup> Resolution TL-18831 shows that the average consumer price index increase was 2.56% for the 12 months ended November 1997. After application of the 66.9% productivity

*Footnote continued on next page*

generally provide for updates annually. We have authorized increases annually.<sup>9</sup> We maintain that approach here, and will apply the next update at the end of 1998.

We make one minor change in MAX 4 (Attachment E), not already reflected in the amended Settlement, to accurately show Commission offices. Our offices in El Centro and San Bernardino are now closed. Therefore, the Booklet will not include those offices in the list of Commission District Offices. (MAX 4, page 99, Item 470, page 11.)

In comments on the draft decision, ORA recommends a clarifying change to the Booklet, which ORA represents has the support of other settling parties. We adopt ORA's recommendation and change the last paragraph of the section "Estimates and Costs." Thus, the last paragraph shall begin: "If you do not have an estimate,..." (MAX 4, page 92, Item 470, page 4.)

Finally, we change a reference to the Interstate Commerce Commission (given the Interstate Commerce Commission Termination Act of 1995) and make the reference to interstate commerce under federal jurisdiction. (Item 88, paragraph 8, exception.)

#### **4. Phase IV: Restrictions on Lien Sale**

C.95-03-057 arises from a claim that defendant moving company damaged complainant's bedroom dressing table. During the pendency of the complaint, defendant sold complainant's household goods due to complainant's failure to

---

factor, this produced an annual adjustment of 1.7%. Resolution TL-18831 authorized an annual increase of 1.7% effective January 21, 1998. This is a rate of about 0.14% per month. If that rate were to continue, an adjustment for 3 months would be about 0.4%.

<sup>9</sup> Resolution TL-18725, effective January 10, 1996; Resolution TL-18781, effective February 5, 1997; Resolution TL-18831, effective January 21, 1998.

pay accumulated charges. In response, the Commission limited the ability of all household goods carriers to enforce a lien by sale of household goods.

Specifically, we ordered:

"A household goods carrier is prohibited from selling the property of a shipper who has filed a complaint against said household goods carrier during the pendency of the complaint." (Ordering paragraph 4, D.96-12-060.)

D.97-10-034 granted limited rehearing of that restriction, and transferred the rehearing to this investigation. In particular, rehearing was granted "with respect to Findings of Fact Nos. 5, 6 and 7, Conclusions of Law Nos. 6, 7 and 8 and Ordering Paragraph 4 and discussion related thereto elsewhere in D.96-12-060." (D.97-10-034, Ordering Paragraph 1 at mimeo., page (p.) 5; see Attachment F to this order for the findings of fact, conclusions of law, and the ordering paragraph.) By ruling dated October 23, 1997, parties were invited to file comments and reply comments. By ruling dated February 6, 1998, parties were invited to file additional comments on a decision of the United States Court of Appeals for the Ninth Circuit.

Having thoroughly considered all comments, reply comments, and additional comments, we reverse our requirement that a household goods carrier is prohibited from selling a shipper's property during the pendency of a complaint. We also make two additions to the Booklet to improve the information there provided.

#### **4.1. Discussion**

The authority for a carrier or warehouseman to place a lien, and execute a lien sale, on household goods for a shipper's failure to pay charges is found in both the Civil Code and Commercial Code. (E.g., Civil Code §§ 2144, 3051, 3051.5, 3052; Commercial Code §§ 7209, 7210, 7307, 7308.) These provisions are

for a possessory lien. That is, upon following the procedures established in the law (e.g., notice), the person in possession of the goods, and entitled to the lien on those goods, may enforce the lien by sale of the property. Contrary to complainant's contention, the lien holder need not first obtain a judgment from a court, or the Commission, before the lien may be enforced.

Our authority over households goods carriers is provided in the Household Goods Carriers Act (Act). (PU Code § 5101, et.seq.) As complainant points out, PU Code § 5112 states that the regulation of the transportation of used household goods transportation by motor vehicle over a public highway shall be exclusively as provided in the Act.<sup>10</sup> Consistent with this authority and responsibility, the Commission fully implements and enforces all terms of the Act, but at the same time does so in a manner that does not conflict with, but is compatible with, other statutes. This produces reasonable, efficient regulation without duplication and confusion.

In this context, we find no reason, and no specific directive in the Act, to negate, disregard or overrule the lien provisions in the Civil and Commercial Codes, and no such provisions are contained in MAX 4. Where the Civil and Commercial Codes do not conflict with the Act, as they do not here, those codes control.

---

<sup>10</sup> PU Code § 5112 states: "The regulation of the transportation of used household goods and personal effects, office, store, and institution furniture and fixtures in a motor vehicle or motor vehicles over a public highway in this state shall be exclusively as provided in this chapter. Any provision of the Public Utilities Act or the Highway Carriers Act in conflict with the provisions of this chapter is superseded and repealed."

We might establish rules restricting the execution of lien sales by household goods carriers under broad authority given to us in PU Code § 5139.<sup>11</sup> We have not done so before, and continue to decline to do so. The legislature, through the Civil and Commercial Codes, has crafted a balance between the competing rights and interests of carriers and shippers. There is no compelling allegation requiring our investigation here, and no evidence, that this system has not worked successfully for decades. One complaint does not justify disturbing that balance. There is simply insufficient assertion and evidence here that problem lien sales by household goods carriers justify an industry-wide rule.

Moreover, it will not promote judicial and administrative efficiency for the Commission to interfere with lien sale procedures established in the Civil and Commercial Codes, and in use for decades. Rather, to do so will create more confusion, and less efficiency, as parties seek relief from both the courts and the Commission.

Finally, complainant here expressed considerable confusion over jurisdiction. We stated the importance of making very clear to consumers where our jurisdiction—and thus our ability to protect consumers—begins and ends, so that consumers may make appropriate choices. (D.97-10-034, mimeo., p. 5.) To the extent there are questions about jurisdiction, it does not promote clarity for the Commission to disturb the rights, responsibilities, and existing procedures already established, and used for decades, in the Civil and Commercial Codes.

---

<sup>11</sup> PU Code § 5139 states: "The commission may establish rules for the performance of any service of the character furnished or supplied by household goods carriers. Every household goods carrier shall observe such rules. Failure to do so is unlawful."

Complainant asserts that Commercial Code Section 7103 defers all Commercial Code provisions, including lien sale provisions, to the Commission.<sup>12</sup> To the extent this is true, for the reasons explained above the Commission fully implements and enforces the Act, but does so in a manner that is compatible with other statutes, including the Civil and Commercial Codes. There is simply no compelling reason to devise and implement our own regulations in this area when perfectly good law already exists.

Two concerns led to our adopting restrictions on carrier execution of lien sales. (D.96-12-034, Finding of Fact 5, p. 19, and Conclusion of Law 6, p. 20; see Attachment F.) On further review, we find these concerns are satisfied by existing law and procedures.

First, we sought to protect complainant's due process rights. Those rights, however, are fully protected by provisions of the Civil and Commercial Codes. Under those codes, carriers must provide notice and opportunity for shippers to pay all charges before executing a lien sale. (Civil Code § 3052; Commercial Code § 7308.) Shippers may secure a court injunction preventing the sale when appropriate. (Code of Civil Procedure, § 525 et. seq.) Absent an injunction, shippers protect their rights by paying accumulated charges, and subsequently resolving disputes over charges, losses, and damages. Shippers due process rights are thus protected. This is a model adopted in our regulatory program, discussed below.

Further regarding due process, we find instructive the Ninth Circuit Court of Appeals decision in Melara v. Kennedy, 541 F.2d 802 (1976). In that opinion,

---

<sup>12</sup> Commercial Code § 7103 states: "To the extent that any treaty or statute of the United States, regulatory statute of this State, or tariff, classification or regulation filed or issued pursuant thereto is applicable, the provisions of this division are subject thereto."



the Court upheld a lower Court ruling that the extra-judicial sale of stored goods to enforce a warehouseman's lien under California Commercial Code Section 7210 is not deprivation of the due process rights of the owner of those goods. Moreover, the Court held that enforcement of a warehouseman's lien by sale of the goods is a private right created by statute; does not require any direct action or review by the State of California, by judicial authority, or by any state official; and does not constitute state action within the meaning of federal law.

Findings of Fact 5, 6, and 7, Conclusions of Law 6, 7, and 8, and Ordering Paragraph 4 in D.96-12-060 were based on the premises that the extra-judicial sale of stored property for nonpayment of transportation or storage charges "would compromise the right of complainant to due process" and negate the Commission's "obligation to preserve due process." (See Finding of Fact 5 and Conclusion of Law 6.) Melara holds that neither of these premises is correct."

Second, we sought to protect our ability to grant relief to complainants, and forestall action by defendant moving companies which may materially impact a pending complaint. We need not provide that protection, however, since complainants can protect their rights and ability to obtain relief by following existing procedure. That procedure is for complainants to first pay all

---

<sup>13</sup> Melara addresses warehousemen, while our order binds carriers. Nonetheless, Melara is instructive. With respect to warehousemen, MAX 4 provides:

"In the event a shipment remains in storage in excess of 90 days, the point of storage shall be considered the point of destination and thereafter, the shipment shall be subject to the rules, regulations and charges of the individual warehouseman. The subsequent transportation from point of storage to point of delivery shall be considered a separate shipment. In the event the ultimate destination of a shipment afforded storage-in-transit is not known at the time of pickup at point of origin, transportation from point of storage to point of delivery shall be considered a separate shipment, regardless of the duration of the storage provided." (MAX 4, Item 160, Note 1.)

disputed charges, and then seek relief. This is true for disputes over total charges as well as loss and damage.

Further, we may seek mandamus or injunction from superior court to protect our ability to grant relief, or forestall action by a defendant moving company, which may materially impact a pending complaint, when necessary or appropriate. (PU Code § 5259.)<sup>11</sup> We need not apply a generic, industry-wide rule based on what appears to be an isolated case when we have necessary authority to satisfy our concern.

It is useful to examine consumer protections in our maximum rate program to further see how complainants can protect their rights and obtain relief without a generic prohibition on lien sales during the pendency of a complaint. For example, one such consumer protection is that the carrier must relinquish possession of the shipment upon payment of the applicable not to exceed price,

---

<sup>11</sup> PU Code § 5259 states:

"Whenever the executive director of the commission determines that any household goods carrier or any officer, director, or agent of any household goods carrier is failing or omitting or about to fail or omit, to do anything required of it by law, or by any order, decision, rule, direction, or requirement of the Commission, or is doing anything or about to do anything, or permitting anything or about to permit anything to be done, in violation of law or of any order, decision, rule, direction, or requirement of a commission, the executive director may make application to the superior court in and for the county, or city and county, in which the cause or some part thereof arose, or in which the corporation complained of has its principal place of business, or in which the person complained of resides, for the purpose of having such violations or threatened violations stopped and prevented, either by mandamus or injunction, including, but not limited to, an order allowing vehicles used for subsequent operations subject to the order to be impounded at the carrier's expense and subject to release only by subsequent court order following a petition to the court by the defendant or owner of the vehicle. The executive director shall thereupon begin such action or proceeding in the name of the people of the State of California, by petition to such superior court, alleging the violation or threatened violation complained of and praying for appropriate relief by way of mandamus or injunction."

plus approved Change Order charges. This is required whether or not the carrier believes additional charges are valid and due. This is a powerful protection which prevents carriers holding goods hostage--on the truck or in a storage--until paid an unreasonable amount for a move.<sup>15</sup> Moreover, charges collected in excess of those based on rates quoted in the Agreement, Estimate and/or Change Orders must be refunded within 10 days of collection. (MAX 4, Item 128, paragraph 5.)

In combination with the Civil and Commercial Codes, however, the converse is also true. That is, the carrier need not relinquish possession of the goods until the not to exceed price and authorized Change Order charges are paid. There are no provisions for the shipper to withhold payment pending resolution of a dispute (whether it be for total charges, loss, or damage) and still receive delivery of the goods.

This balancing of interests between carriers and shippers is in concert with our detailed documentation requirements both before and during a move. The program is premised on there being an exchange of necessary and relevant information and documentation. Shippers are expected to pay any, and all, valid charges in compliance with our rules, as documented on Commission approved forms, with total charges and all additional charges authorized by signature of the shipper. Dispute resolution is undertaken after the move is completed, and the bills are paid.

The same approach is applied to loss and damage. MAX 4 requires that loss and damage claims be supported by the original paid bill for transportation

---

<sup>15</sup> This addressed concerns and experience in the minimum rate program of goods being held hostage on the truck or in storage until unreasonable charges were paid.

services. (MAX 4, Item 92, paragraph 7.<sup>16</sup>) That is, the shipper is expected to pay the bill, even if in dispute, and resolve the claim later. Moreover, we make clear to shippers that the Commission has no authority over loss and damage claims:

"The PUC has no authority to compel carriers to settle claims for loss or damage and will not undertake to determine whether the basis for, or the amount of, such claims is proper, nor will it attempt to determine the carrier's liability for such loss or damage." (Booklet, page 9.)

Thus, shippers can protect their ability to secure their desired relief, and forestall a moving company from action which may impact a pending complaint, by following existing procedures. To the extent a shipper believes additional relief is necessary, the shipper may seek an injunction against a lien sale, or other relief, from court, just as may the Commission.

The matter presented here is a simple balancing of competing interests. The legislature has struck that balance, and it is the same balance used in our program. It is, essentially, that the shipper must pay all valid charges first, with disputes over charges, loss and damage resolved later, subject to extra-ordinary relief through mandamus or injunction in rare cases. The Commission need not disturb existing code provisions, and can rely on existing procedures within our program, to satisfy our concerns and ensure that shippers are protected.

---

<sup>16</sup> Paragraph 7 says in relevant part: "When necessary for an investigation, each claim must be supported by a duplicate shipping document (if not previously surrendered to carrier), and the original paid bill for transportation services or a copy thereof." When a claim is filed it cannot be foretold whether or not an investigation will be necessary. Therefore, each claim must be supported by a paid bill for transportation services. If a carrier elects not to require the paid bill, and the carrier pays or settles the claim, the paid bill is moot. In all other cases, a paid bill for transportation services is required, either with the claim or as a supplement to the claim. Our implementation of the program has consistently required a paid bill for transportation services to perfect a claim.

We agree with ORA that existing rules, if followed, are sufficient to prevent problems like those in the underlying complaint. As ORA says, if complainant had paid the carrier's freight bill, as unpalatable as it may have seemed at the time, complainant would have saved her goods from auction.

The ALJ asked for parties' comments on two variations to Ordering Paragraph 4. (See Attachment G.) We decline to adopt either variation for all the reasons stated above. Moreover, regarding the second variation, we need not require a carrier to delay a lien sale for 45 days or more after the carrier has made a final written offer.<sup>17</sup> Rather, sufficient notice is required by the Civil and Commercial Codes before a lien sale may occur. The shipper has adequate time after notice and before the lien sale to pay outstanding charges, prevent the lien sale, and later resolve the dispute.

ORA supports a rule limiting a carrier's ability to conduct a lien sale during the pendency of either a formal or informal complaint at the Commission, subject to two conditions: (1) the rules governing the filing of loss and damage claims have been followed by the shipper, and (2) the carrier has failed to comply with the claims handling rules. Regarding the first condition, if the shipper complies with loss and damage claim rules the bill for transportation service must have been paid and the claim supported by a paid bill for those services. If the bill is paid, a lien sale is moot. For this reason, as well as all the reasons stated above, we decline to adopt ORA's conditional rule.

Therefore, after careful review of the law and our program, we are convinced that existing law and procedures provide necessary and adequate

---

<sup>17</sup> MAX 4, Item 92, paragraph 15 requires the carrier to respond in writing to a written claim within 60 days (subject to 30-day extensions with notice to the Commission) stating that the carrier shall pay, decline to pay, or make a firm compromise offer to settle the claim.

protections. Our restriction on the execution of a lien sale by a household goods carrier should be removed. Findings of Fact 5, 6, and 7, Conclusions of Law 6, 7, and 8, and Ordering Paragraph 4 of D.96-12-060 are vacated." Similarly, the discussion related to these findings, conclusions, and ordering paragraph elsewhere in D.96-12-060 is vacated.

#### **4.2. Changes to Important Information Booklet**

We adopt two changes proposed by ORA to the Important Information Booklet. These changes better explain our program, and may have prevented the situation that developed in C.95-03-057.

First, we add a new section titled "If You Have Loss Or Damage." We move the first paragraph from the existing section titled "How To File A Claim" to the new section, and add a second paragraph. The section "How To File A Claim" will follow immediately thereafter without change, except for deletion of the first paragraph. The complete new section will read:

#### **IF YOU HAVE LOSS OR DAMAGE**

If your goods are lost or damaged, be sure you describe such loss and damage by making notations on the carrier's shipping order or

---

" Regarding Finding of Fact 7, in some cases we may offer to take, or require, a deposit from a shipper during the pendency of a complaint to forestall the sale of property, just as if the shipper had paid the carrier directly. (See D.96-12-060, mimeo., pp. 4-5.) Regarding Conclusion of Law 6, our obligation is fulfilled by administering the terms and conditions of our program, which, when followed by both carriers and shippers, preserves due process and forestalls action which may impact a pending matter. This may in some cases involve offering to take, or requiring, a deposit from the shipper. Conclusion of Law 7 relies on the Public Utilities Act, where reliance could have been on Section 5259 of the Act. Given these considerations, we vacate all findings and conclusions under reconsideration on rehearing, and state new findings and conclusions as necessary for our current order.

freight bill. If the driver refuses, you should report this fact and the condition of the articles in writing to the home office of the carrier. Neither of these actions constitute filing a claim, but are made to support a claim to be filed later, as described below.

If you intend to file a claim for loss or damage to your goods, be aware that one of the required documents in support of your claim is a copy of the paid freight bill. This means that before you may file a claim with the carrier for the loss of or damage to your goods, you must pay the carrier for all charges due for transportation services. This is because the handling and settlement of a loss or damage claim is a matter separate from the performance of and payment for the transportation service itself. If you do not pay the transportation charges, the carrier may not honor your claim.

We agree with ORA that this new section will clearly convey that the shipper must pay the freight charges before a loss or damage claim will be considered. It will explain to the shipper the operation, practice, and shipper's obligation under MAX 4.

Second, we add a sentence in the fifth paragraph, before the last sentence, in the "How To File A Claim" section, which will read: "If the carrier fails to respond to your written claim within the time limits and in the manner described in this paragraph, you should contact the PUC immediately at 1-800-FON-4PUC (1-800-366-4782)."<sup>19</sup> We again agree with ORA that involvement of the Commission at this early stage may prevent situations such as presented in C.95-03-057. Moreover, Commission involvement in some cases will advance the date when the carrier will make a final written offer to pay, decline to pay, or settle. This will help mature the dispute before it escalates to a lien sale, if the shipper has refused to pay the charges. Further, according to complainant, the

---

<sup>19</sup> We add the Commission's toll-free telephone number to ORA's recommended sentence for the shipper's convenience.

Booklet should make clear that the carrier's response to a written claim is a regulatory matter, is enforceable, and a carrier's failure to respond should be brought to the Commission's attention. The added sentence, along with the existing descriptions in the Booklet, achieves those objectives.

#### **4.3. Other Arguments**

Complainant raises other arguments that do not convince us to sustain the prohibition on a carrier's execution of lien sales, or adopt another alternative. For example, complainant asserts that the maximum rate program simply asks the shipper to wait, and wait up to nine months, before the shipper can act. To the contrary, a shipper can and should submit a written claim for loss and damage once the paid bill for transportation services, and other supporting documentation, is available. (See MAX 4, Item 92.) That can be the day of, or shortly after, the move. The carrier must then reply in writing within 60 days, agreeing to pay, not pay, or settle the claim. If the carrier needs more time, the carrier must advise the shipper in writing every 30 days, with a copy to the Commission, until the claim is resolved. The shipper is not asked to wait under our program, but can act immediately. Nine months after the move is the last time a shipper can submit a claim under Commission rules, not the date to which the shipper must or should wait. (See MAX 4, Item 92, paragraph 14.) Moreover, the shipper can, and should, report to us any carrier failure to comply with our rules for potential enforcement action.

Complainant asserts the Commission, and only the Commission, has jurisdiction to settle loss and damage disputes. To the contrary, our regulatory authority over the household goods industry derives from the Act. Nothing in the Act expressly provides the Commission with that authority. While we might assert that role under PU Code § 5139, we have previously declined, and continue to decline, to do so. Just as with lien sales, there is no reasonable



allegation or record here to show that the methods used for decades (i.e., arbitration, court) are not working or need reform. In fact, the contrary is true. For example, we implemented an arbitration pilot program to resolve loss and damage disputes but, based on lack of demand, we do not make that program permanent. (See Issue 13 in the adopted amended Settlement.) There is no reasonable allegation requiring investigation, and no evidence that shippers fail to obtain reasonable relief through their own efforts at arbitration and the courts, and need or desire Commission involvement beyond our current efforts in assisting resolution of loss and damage claims (e.g., ensuring that carriers respond in writing within 60 days to written claims).

Complainant relies on Division I of the PU Code ("Regulation of Public Utilities," PU Code §§ 201 through 3224) for authority to support several assertions. Household goods carriers, however, are not public utilities, and are not subject to Division I. Household goods carriers are regulated under Division II ("Regulation of Related Businesses by the Public Utilities Commission"). Specifically, household goods carriers are regulated under Division II, Chapter 7, PU Code §§ 5001 through 5335.

PU Code § 5251 confers certain jurisdiction on the Commission for household goods matters in the same manner as conferred under the Public Utilities Act (PU Code §§ 201 through 2119). That jurisdiction, however, is with regard to procedures (e.g., filing of applications, complaints, hearings, filing of orders, petitions for rehearing filed, writs or mandates filed with the Supreme Court, the authority of the Commission to issue orders).<sup>20</sup> It does not in one long,

---

<sup>20</sup> PU Code Section 5251 states:

"Except as otherwise expressly provided, in all respects in which the commission has power and authority under the Constitution of this State or this chapter, applications

*Footnote continued on next page*

complex sentence make household goods carriers public utilities, nor does it confer on the Commission all the many and broad powers to regulate household goods carriers as if they are public utilities. Indeed, many parts of the Act would be needless if § 5251 simply brings all the authority given the Commission under the Public Utilities Act upon household goods carriers. This section is not the grant of omnibus authority, and is most reasonably understood in terms of process and procedures.

Moreover, if the legislature intended to bring our regulation of household goods carriers under the Public Utilities Act, the legislature would have amended the definition of public utility to include household goods carriers.<sup>21</sup> They did not. Thus, PU Code § 5251 must be understood more narrowly.

Complainant proposes a disclaimer for the Booklet which would state: "For the purposes of this [information booklet], the prospective shipper is the owner of the tendered used household goods, regardless of who pays the freight charges." (Complainant's comments, page 7.) According to complainant, this shifts the burden of proof "to the carrier to prove its rights subordinate the shipper's property right," thereby relieving the Commission of the lien sale issue. (Id.) To the contrary, even though this disclaimer would state what is in MAX 4 (MAX 4, Item 88, Note 1), this does not negate or overrule the lien provisions in

---

and complaints may be made and filed with the commission, process issued, hearings held, opinions, orders, and decisions made and filed, petitions for rehearing filed and acted upon, and petitions for writs of review or mandate filed with the Supreme Court of this State, considered and disposed of by the Supreme Court, in regard to the matters provided for in this chapter, in the same manner, under the same conditions and subject to the same limitations, and with the same effect specified in the Public Utilities Act, so far as applicable."

<sup>21</sup> PU Code § 216 defines public utility. The definition of public utility does not include household goods carrier.

the Civil and Commercial Codes. Execution of the lien under those codes does not first require the lien holder to prove its rights supercede the owner's rights. Complainant's proposal does not change the burden of proof in favor of the shipper, and is rejected.

Complainant asserts that the "Limitation on the Carrier's Liability" Section of the Booklet is misleading, in that it does not inform shippers that some carriers may have cargo insurance less than \$20,000. Complainant proposes this be resolved by informing shippers "that their property rights are protected by due process under any jurisdiction before their goods may be liquidated by a carrier." (Complainant's Comments, page 8.)

Complainant is correct that, with Commission approval, some carriers may have cargo insurance less than \$20,000. That authority is not granted, however, unless the carrier first shows that a lesser amount adequately protects the public. Moreover, whether granted or not, the carrier is liable to the full extent of any loss or damage for which the carrier is responsible, whether or not the loss or damage exceeds the limitation on the cargo insurance. Complainant's proposal will not change that liability. Further, complainant's proposal will not reasonably add useful information on due process, nor will it change the due process rights available to both complainants and carriers.

Complainant contends that the insurance company takes over the claim, and the carrier's lien rights are made unenforceable. To the contrary, whether or not an insurance company becomes involved, the carrier remains liable for the claim to the extent of any loss and damage caused by the carrier. Whether the insurance company pays or does not pay the carrier or shipper, the carrier remains responsible, and maintains the lien rights conferred under the Civil and Commercial Codes. To protect the public, the legislature and the Commission require minimum cargo insurance to ensure that the carrier can satisfy claims.

Whether or not the insurance company pays the proceeds of a claim to a shipper, the insurance company insures the carrier, not the shipper. The law and regulations regarding cargo insurance do not negate or override lien provisions contained in the Civil and Commercial Codes.

As part of our program, carriers are required to maintain a claims register. Claims and disposition of claims are logged in the claims register. Complainant recommends the Commission maintain the claims register for each carrier. According to complainant, this would be similar to accident victims reporting accidents to the Department of Motor Vehicles. We decline to adopt this recommendation.

There are over 800 carriers with single permit authority, and over 400 with multiple permit authority.<sup>22</sup> It would be necessary for the Commission to maintain over 1000 claims registers. The Commission is not staffed for that effort, and doing so would be burdensome with little benefit, for the following reasons.

While the claims data, as complainant suggests, may assist the Commission with decisions on permit transfers, there are an insufficient number of applications for permit transfers to justify this undertaking, and there are more cost-efficient methods to make that determination. For example, when a permit transfer application is filed, Commission staff can examine the carrier's claims register.

Moreover, Commission maintenance of the claims register may mislead shippers into thinking the Commission is taking an active role in resolving the claim. That would not be the case.

---

<sup>22</sup> Final Report on Maximum Rates for Household Goods Transportation, Safety and Enforcement Division, May 3, 1996, page 6.

Complainant asserts that Commission maintenance of the claims register would provide the Commission an "early warning system" of problem carriers, and afford the Commission the opportunity to subject problem carriers to greater regulatory scrutiny. Even if true, the costs of maintaining the claims register would outweigh the benefits. Creation and maintenance of over 1000 claims registers would require staff resources that we currently do not have. Maintenance of the claims register includes considerable other information which could require a constant information flow from several parties.<sup>23</sup> Mere identification of claims without other data (e.g., numbers of moves) could provide a distorted picture of carriers. Thus, Commission administration of the claims register would involve several issues and costs, with marginal benefit. Rather, current staff oversight of carriers, along with staff involvement in problems brought to the Commission by shippers, is a more reasonable approach, and provides timely disclosure of potentially problem carriers for Commission action.

We similarly reject a variation on this proposal made by ORA. ORA suggests that the Booklet be amended to advise shippers to send their written loss and damage claim to the carrier, with a copy to the Commission. This would accomplish the marking of time complainant indicates would be valuable, place the carrier on notice that the Commission is aware of the filing of the claim, and would establish evidence of handling the claim for subsequent regulatory or legal action, according to ORA.

---

<sup>23</sup> For example, kind of commodity, date claim paid, total paid (or date disallowed with reasons), salvage recovered, reimbursement from insurance companies, reimbursement from connecting carriers, reimbursement from others, amount absorbed by carrier. (See MAX 4, Item 92, paragraph 16.)

Shippers may now send a copy of their initial claim to the Commission. Institutionalizing the process, however, risks burdening shippers with additional reporting obligations even if they wish to deal directly with the carrier.

Further, as noted above, it would risk sending an invalid message to shippers that the Commission is actively involved. Beyond enforcing the provisions of MAX 4, the Commission has no direct authority, and takes no direct action, in resolving loss and damage claims.<sup>24</sup> Advising shippers to send a copy of their claim to the Commission would suggest otherwise.

Moreover, it would be a burden on the Commission to process and file letters for little or no benefit. Most claims are resolved between the shipper and carrier. The Commission would receive and file letters for, in most cases, no purpose. Further, there would be no way for the Commission to clear each case without requiring the carrier to file its response(s) with the Commission, and requiring shippers to file their written response(s). This would place even more needless burden on shippers, carriers and the Commission.

There are other, less burdensome, ways to establish when the claim was filed. For example, we encourage shippers to send all correspondence by registered mail, return receipt requested.<sup>25</sup> If the claim escalates to the point the

---

<sup>24</sup> In our enforcement of MAX 4, the Commission ensures that carriers follow all MAX 4 provisions, such as maintaining a claims register; responding in writing to a written claim within 30 days; following our requirements to make a final offer to pay, not pay or settle claims; charging no more than the not to exceed price and valid change order charges; and refunding excess charges within 10 days. A carrier is subject to fines and suspension of its operating authority for failure to comply with the terms and conditions in MAX 4. The Commission, however, takes no role in resolving the specifics of a claims dispute between a carrier and a shipper (e.g., whether loss or damage occurred; whether repair or compensation should be made; if compensation is paid, how much).

<sup>25</sup> See Max 4, Item 470 (Booklet), page 9 under "How to File a Claim."

Commission might have a role (e.g., the carrier does not respond within the specific MAX 4 time limits), the shipper can send a copy of all correspondence to the Commission.

Finally, carriers are aware of the Commission's presence and authority without requiring shippers to send a copy of a claim letter to the Commission. The incremental benefit, if any, of increased awareness by some carriers of this presence and authority would be offset by the increased needless burden on shippers and the Commission.

Complainant argues that Commission reliance on carriers to follow deadlines for responding to written claims, and keep the claims register, is improper delegation of the powers of the Commission. To the contrary, the Commission routinely requires regulated entities to operate within minimum acceptable standards. Those entities are subject to Commission sanctions for failure to do so, including fines and revocation of operating permits or certificates. This is consistent with reasonable, cost-efficient regulation, not improper delegation of authority.

Thus, for the reasons stated above, we reject the proposal that the Commission maintain the claims register for over 1000 carriers. Further, complainant's arguments do not convince us to retain the prohibition against carriers executing a lien sale during the pendency of a complaint, nor adopt an alternative.

Even without our prohibition against carriers executing a lien sale, complainant proposes that the Instructions to Answer Complaint sent to defendant moving company be amended as follows (amendment in italics):

*"By order of this Commission, a household goods carrier who has not obtained a judgment lien from a competent jurisdiction as the means of recovery enforcement, is prohibited from selling the property of a shipper who has filed a formal complaint against said household*

goods carrier during the pendency of the complaint." (Comments, p. 20.)

Complainant asserts shipper's property rights are thereby not compromised, and the risk of erroneous deprivation of property prior to denial of a claim becoming final is eliminated. Moreover, complainant says state courts retain their proper role in contract disputes, and the Commission is free to resolve issues in the complaint.

To the contrary, as explained above, execution of a lien does not first require judgment from a court or other jurisdiction. Further, even if we retain the prohibition against a carrier's selling goods during the pendency of a complaint, complainant's proposed insert would be unreasonable because it would seemingly direct carriers to other jurisdictions. The role of multiple jurisdictions would increase confusion and reduce efficiency.

In comments on the draft decision, complainant argues the Commission must actively assert jurisdiction and resolve claims disputes pursuant to authority and direction in PU Code § 5112, without reliance on the Civil and Commercial Codes. To the contrary, as stated above, the Commission has declined, and continues to decline, to adjudicate claims disputes, while at the same time reasonably implementing and enforcing all terms of the Act in a manner that is compatible with other statutes. This produces reasonable, efficient regulation without duplication and confusion.

Complainant argues that a hearing is required by law before complainant may be deprived of property, and that a "postdeprivation hearing" is unlawful. To the contrary, shippers execute shipping documents agreeing to pay up to certain charges. A dispute over contract performance, or some other element of the move, does not automatically entitle a shipper to a hearing. In fact, our rules



require that loss and damage claims be supported by a paid bill for transportation services. Disputes are then subject to subsequent resolution.

Complainant argues that the "legend" on approved forms controls the relationship between carrier and shipper. That is, the legend gives notice of the Commission's sole regulatory authority. To the contrary, the legend to which complainant refers states: "execution of the agreement does not exempt carrier from compliance with any provision of law or Public Utilities Commission rules or regulations, even though not expressly set forth in the agreement." (MAX 4, page 85, Item 450, Agreement for Moving Services.) Complainant is correct that this sentence states carrier is not exempt from any provision of law or Commission rules or regulations. As stated above, however, we implement the Act in concert, and in a compatible manner, with other statutes, including the Civil and Commercial Codes. Complainant is incorrect that this statement on the Agreement for Moving Services results in a shipper's entitlement to a hearing before the Commission in advance of the execution of a lien sale under the terms of the Civil or Commercial Codes.

Other of complainant's comments, reply comments, comments on Melara v. Kennedy, and comments on the draft decision reargue the merits of her complaint, or address other matters in the household goods program that are not the subject of Phase IV. These are outside the scope of the matters to be reheard, and are disregarded.

#### **4.4. Official Notice of Record in C.95-03-057**

The ALJ asked parties to comment on whether official notice should be taken of the record in C.95-03-057 for the limited purpose of addressing the matters to be reheard. No party recommends the taking of official notice. As CMSA points out, the issue for rehearing is adequately framed in D.97-10-034, and the facts are adequately summarized in D.96-12-060. The whole record in

C.95-03-057 need not be noticed for the purpose of determining whether an industry-wide rule on lien sales should be retained. Therefore, official notice is not taken of the record in C.95-03-057.

In comments on the draft decision, complainant alleges she was not invited to address the taking of official notice of the record in C.95-03-057. To the contrary, by ruling dated October 23, 1997, all parties were invited to submit comments and reply comments on the question: "should official notice be taken of the record in C.95-03-057 for the limited purpose of addressing the matters on rehearing?" No party, including complainant, submitted a comment or reply comment in favor of taking official notice.

Also in comment on the draft decision, complainant alleges facts from C.95-03-057 were ignored which are material to the resolution of Phase IV. We are not convinced. Complainant points to no item in the record of C.95-03-057 that we consider a material fact not in this record which must be weighed in the resolution of Phase IV. Further, complainant states that several facts are in dispute. Even if true, we are not convinced that they are material to resolution of Phase IV, and that evidentiary hearings are desirable or necessary to resolve the limited issue in Phase IV. Just as with protests, the decision whether or not to hold an evidentiary hearing is based on the content of the comment. (Rule 44.4.) Nothing in complainant's comments justify an evidentiary hearing, nor any further opportunity for comment, or reply comment, to further address the limited matter in Phase IV.

Complainant is apparently concerned that Phase IV resolves matters raised in C.95-03-057, and thus comments on several specific facts from her complaint, argues those facts are in dispute, and contends that a hearing is required. To the contrary, Phase IV does not address the specifics of C.95-03-057. Rather, Phase IV focuses solely on our previous industry-wide prohibition of a household goods

carrier selling the property of a shipper who had filed a complaint against that household goods carrier during the pendency of the complaint. We do not here address C.95-03-057, nor any relief we may eventually provide complainant. The resolution of C.95-03-057 will be by decision in that proceeding, not here.

Whether or not hearings are necessary in C.95-03-057 will be decided based on the state of the record in that proceeding, and any pending matters yet to be resolved therein.

## **5. Other Issues**

### **5.1. Monitoring Reports**

We recognized that there was risk to both carriers and shippers from the changes that were ordered in D.90-12-091. We responsibly recognized those risks, and balanced the risks and benefits in the adopted program. Moreover, we ordered extensive monitoring to alert us should unacceptable outcomes begin to materialize.

Quarterly reports were ordered, thereby providing early information on problems, and allowing us to make changes, or even reverse the program, if concerns surfaced. A comprehensive report was also ordered after sufficient time for the industry to adjust, and data to be collected.

These reports generally show that the industry is functioning reasonably well, and no major changes are necessary. Settling parties requested delay in Phase III, in part to take advantage of information in those reports. Settling parties have incorporated program changes in the amended Settlement they feel are necessary based on experience, along with information from these reports. Our confidence in adopting the amended Settlement is increased by the fact that, not only do the reports generally show the industry is operating reasonably well, but settling parties have incorporated changes to the program they feel necessary based on information in those reports.

After filing of the final report, we asked parties whether the reports should be reinitiated. (See D.95-02-011, cited but not reported at 58 CPUC2d 607; ALJ Ruling dated June 17, 1996.) Comments were filed by CMSA and Tri-Valley. CMSA and Tri-Valley state that additional monitoring reports are unnecessary, and, should they become necessary, can at that time be requested by the industry, or initiated by the Commission. No other comments were received. The amended Settlement does not include any additional reporting requirements.

By adoption of the amended Settlement, we agree with settling parties that no monitoring reports need be ordered at this time. Should those reports become necessary, we will by future decision make that order.

#### **5.2. Distance Table 8**

The amended Settlement retains use of Distance Table 8 (DT-8). Revisions or reissues of DT-8 were previously docketed in C.7024. That proceeding is now closed. Parties should note that future petitions to modify DT-8 shall be docketed with a new docket number.

#### **5.3. PU Code § 3553**

The ALJ asked that parties comment on what changes, if any, are needed in the household goods regulatory program due to the repeal of PU Code § 3553.<sup>26</sup> No party recommends any changes.

D.90-12-091 requires a prospective households goods carrier to make the showing required in PU Code § 3553 as part of its fitness showing to obtain a household goods carrier permit. (38 CPUC2d 559, 676, Ordering Paragraph 3.) Those requirements have been included in the Commission's "Household Goods

---

<sup>26</sup> Section 3553 applied to highway permit carriers, not household goods carriers, except to the extent the Commission relied on, and referred to, it as a model for fitness standards.

Permit Application Packet" since 1991, and continue to be part of the required showing. The showing does not specifically rely on, or refer to, PU Code § 3553. Therefore, no change in our program is required based on the repeal of PU Code § 3553.

In comments on the draft decision, complainant asserts she recommended changes based on the repeal of PU Code § 3553. Whether or not specifically addressed in relation to the repeal of PU Code § 3553, complainant's recommended changes are addressed elsewhere herein (e.g., claims register, limitation on carrier's liability, permit transfer process) and need not be considered further.

#### **Findings of Fact**

1. D.92-05-028 identified 15 issues for resolution in Phase III.
2. On February 4, 1993, ORA filed and served a notice of settlement conference to be held February 17, 1993 on Phase III issues.
3. On November 8, 1996, CMSA, Tri-Valley, and ORA filed a joint motion for adoption of a settlement and stipulation.
4. No responses to the joint motion were filed.
5. On March 31, 1997, settling parties filed further material in support of, comments on, and amendments to, the Settlement.
6. No hearing is necessary on the amended Settlement.
7. All active parties join in sponsoring the amended Settlement.
8. Sponsoring parties are fairly reflective of the affected interests.
9. The amended Settlement conveys sufficient information to permit the Commission to discharge its regulatory obligations with respect to the parties and their interests.

10. Taken as a whole, the amended Settlement meets the Commission's criteria for adoption of an all-party settlement, is reasonable in light of the whole record, and is in the public interest.

11. Making MAX 4 effective in 90 days will allow carriers to reprint forms, read this decision, read the final MAX 4, and conduct individual training, while it will also allow CMSA to conduct group training, describe changes in its trade publication, and, depending upon scheduling, may allow CMSA to address changes in regularly scheduled chapter meetings.

12. MAX 4 rates were updated in January 1996, February 1997, and on January 21, 1998, with the February 1997 and January 1998 updates based on application of the rate adjustment methodology in the amended Settlement.

13. Consumer prices, adjusted by the productivity factor, increased 1.7% for the 12 months ended November 1997.

14. Rehearing of portions of D.96-12-060 was ordered by D.97-10-034; parties were invited to file comments, reply comments and additional comments; no party asks for hearing; no issues material to the resolution of the limited matter in Phase IV are raised that require hearing; and no hearing is required.

15. The legislature, through the Civil and Commercial Codes, has crafted a balance between the competing rights and interests of carriers and shippers, that same balance is applied in MAX 4, no reasonable allegation is made that this system has not worked successfully for decades, and one complaint does not justify disturbing that balance.

16. It will neither promote judicial and administrative efficiency, nor clarity for carriers, shippers and the public, for the Commission to interfere with lien sale procedures established in the Civil and Commercial Codes, and in use for decades.

17. Two concerns led to our adopting restrictions on carrier execution of lien sales: protecting complainant's due process rights, and protecting our ability to grant relief to complainant while forestalling action by defendant moving companies which may materially impact a pending complaint.

18. Complainants can protect their rights and ability to obtain relief by following existing procedures, without the Commission prohibiting lien sales during the pendency of a complaint.

19. The carrier must relinquish possession of the shipment upon payment of the applicable not to exceed price plus valid change order charges, but not until so paid, whether or not the carrier believes additional charges are valid and due, and must refund within 10 days charges collected in excess of those based on rates and amounts in the Agreement, Estimate or Change Orders.

20. MAX 4 requires that loss and damage claims be supported by the original paid bill for transportation services, or a copy thereof.

21. The shipper has adequate time between notice of a lien sale under the Civil and Commercial Codes and execution of the sale that we need not adopt a restriction of a minimum of 45 days after the carrier makes its final offer to pay, not pay or settle a claim before a lien sale may occur.

22. When the rules governing the filing of loss and damage claims are followed by the shipper, the claim is supported by a paid bill for transportation services.

23. The changes to the Booklet will convey that the shipper must pay all freight charges before a loss and damage claim will be considered; explain the operation, practice and shipper's obligation under MAX 4; and help prevent problems (such as presented in C.95-03-057) by early Commission involvement.

24. Shippers need not wait up to nine months to submit claims, but can and should submit claims as soon as documentation is available.

25. There is neither substantial allegation to justify our investigating, nor record here, that existing methods to resolve loss and damage claims (e.g., carrier written response to written claims within specified time limits, arbitration, litigation in general jurisdiction courts) need reform.

26. Monitoring reports generally show that the industry is functioning reasonably well, and no major changes are necessary.

27. The requirements of PU Code § 3553 have been directly included in our permit application packet without reference to PU Code § 3553.

### **Conclusions of Law**

1. No term of the amended Settlement contravenes statutory provisions or prior Commission decisions, and the amended Settlement is consistent with law.

2. The joint motion for adoption of the amended Settlement should be granted.

3. Maximum rates developed from the adopted, amended Settlement are just, reasonable, nondiscriminatory, account for costs and values required by law, and include a reasonable factor to encourage higher productivity and promote efficiency and economy of operation by household goods carriers.

4. MAX 4 should be effective 90 days from today.

5. MAX 4 rates should not be updated again here (beyond the update provided on January 21, 1998 in Resolution TL-18831) since they were last updated so recently; consumer prices adjusted for productivity are increasing at such a moderate pace; PU Code § 5191 and the amended Settlement generally provide for annual updates; and we have authorized annual increases in 1996, 1997, and 1998.

6. The authority for a carrier or warehouseman to place a lien, and execute a lien sale, on household goods for a shipper's failure to pay charges is found in both the Civil and Commercial Codes, and that authority does not require the



lien holder to first obtain a judgment from a court or the Commission before the lien may be enforced.

7. The Commission's authority over household goods carrier is provided in the Household Goods Carriers Act (PU Code §§ 5101 through 5335).

8. The Commission's implementation and enforcement of the Act is done in a manner that is in concert, and compatible, with other statutes, including the Civil and Commercial Codes.

9. There is no reason, and no specific directive in the Act, to negate, disregard or overrule the lien provisions in the Civil and Commercial Codes.

10. The Commission has not before, and should not now, establish rules restricting the execution of lien sales by household goods carriers under authority granted in PU Code § 5139.

11. Shipper's due process rights are fully protected by provisions of the Civil and Commercial Codes.

12. Neither of the two variations suggested by the ALJ to Ordering Paragraph 4 of D.96-12-060 should be adopted, nor should ORA's proposal limiting lien sales subject to two conditions be adopted.

13. The Booklet should be amended to add a new section titled "If You Have Loss Or Damage," the new section should include an explanation that a claim must be supported by the paid freight bill, and a sentence should be added to the "How To File A Claim" section advising shippers to contact the Commission if a carrier does not respond to a written claim within specified time limits.

14. Nothing in the Act expressly provides the Commission with authority to adjudicate loss and damage claims, and we have not before, and should not now, assert that role under PU Code § 5139.

15. The carrier is liable to the full extent of any loss or damage for which the carrier is responsible, whether or not the loss or damage exceeds the limitation on

cargo insurance, whether or not the carrier's insurance company becomes involved, and whether or not the carrier's insurance company pays the proceeds of a claim to the shipper.

16. Monitoring reports should not be renewed, consistent with the terms of the adopted amended Settlement.

17. No change in the household goods program is needed due to the repeal of PU Code § 3553.

18. This decision should be effective today to allow implementation of the final household goods program without delay.

#### **FINAL ORDER**

##### **IT IS ORDERED that:**

1. The joint motion by the California Moving and Storage Association, Tri-Valley Transportation & Storage Company, and the Office of Ratepayer Advocates for adoption of the amended settlement and stipulation is granted.
2. Maximum Rate Tariff 4 (MAX 4), with the changes explained in this decision, shall become effective 90 days from today. (Attachment E.)
3. Findings of Fact 5, 6, and 7, Conclusions of Law 6, 7, and 8, Ordering Paragraph 4, and discussion related thereto, in Decision 96-12-060 are vacated.

4. The Executive Director shall serve a copy of this order on each subscriber to MAX 4, and all appearances in this investigation.

5. Investigation 89-11-003 is closed.

This order is effective today.

Dated April 23, 1998, at Sacramento, California.

RICHARD A. BILAS  
President  
P. GREGORY CONLON  
JESSIE J. KNIGHT, JR.  
HENRY M. DUQUE  
JOSIAH L. NEEPER  
Commissioners

# ATTACHMENT A

ATTACHMENT A  
Page 1

PHASE III

\*\*\*\*\*  
A P P E A R A N C E S :  
\*\*\*\*\*

Richard Merrill, Atty at Law  
ALLIED VAN LINES, INC.  
P.O. Box 4403  
Chicago, IL 60680

Ellis Ross Anderson  
ANDERSON DONOVAN AND POOLE  
601 California St., Ste 1300  
San Francisco, CA 94108

Chris Carlson  
BEKINS MOVING AND STORAGE  
20525 Nordhoff Boulevard  
Chatsworth, CA 93117

Robert E Burt Sr, Consultant  
CALIFORNIA MANUFACTURERS ASSN.  
1121 L Street Ste 800  
Sacramento, CA 95814

Douglas Hill  
CALIFORNIA MOVING AND STORAGE ASSN.  
4281 Katella Avenue, Ste 205  
Los Alamitos, CA 90720-3562

David Higdon  
CALIFORNIA MOVING SYSTEMS  
3801 Happy Lane  
Sacramento, CA 95827

Luke R. Sherwood  
CALIFORNIA TRUCKING ASSOCIATION  
1251 Beacon Boulevard  
West Sacramento, CA 95691

James T. Carlson  
CARLSON VAN LINES  
306 Littlefield Ave.  
South San Francisco, CA 94080

Elmer Schick, III  
CERTIFIED MOVERS  
1299 San Bernardino  
San Bernardino, CA 92408-2943

Ken Geissel  
GALBRATH VAN AND STORAGE  
241 South Union Avenue  
Bakersfield, CA 93307

Jak Van Nada  
GOLDEN STATE MOVING COMPANY  
2055 South 7th Street  
San Jose, CA 95112

THOMAS HAYS  
P. O. Box 1443  
Jackson, CA 95642

Edward J. Hegarty, Atty at Law  
LAW OFFICE OF EDWARD J. HEGARTY  
P. O. Box 699  
Orinda, CA 94563-0805

Logan Escue  
HUSSEY'S MOVING AND STORAGE  
1720 Broadway  
Vallejo, CA 94589

Verle Serface  
JAMES TRANSFER AND STORAGE CO.  
2311 Kruse Drive  
San Jose, CA 95131-1215

Margaret A. Perkel  
JIM WALKER'S TRANSPORTATION CO.  
3461 Casitas Ave.  
Los Angeles, CA 90039

Ronald Larson  
MOTHER LODE VAN AND STORAGE  
5856 Spring Glen Drive  
Fair Oaks, CA 95628

TAD MURAOKA  
1697 Hydrangea Lane  
San Jose, CA 95124

Alan Coleman  
NEVIL STORAGE COMPANY  
630 Quinn Avenue  
San Jose, CA 95112-2604

Greg E. Summy, Atty. at Law  
NORTHERN AMERICAN VAN LINES  
P. O. Box 988  
Fort Wayne, IN 46801

CASEY F. PACHECO  
1900 Third Street  
San Francisco, CA 94107

Fred D. Peeters  
PEETERS TRANSPORTATION COMPANY  
BEVAN-PEARSON MOVING & STORAGE  
370 Shaw Road  
South San Francisco, CA 94080

ATTACHMENT A  
Page 2

John C. Russell, Atty. at Law  
RUSSELL, HANCOCK & JEFFRIES  
200 So. Los Robles, Suite 530  
Pasadena, CA 91101

Kenneth E. Thoning  
SANDERCOCK TRANSFER COMPANY  
1708 Beach Street  
San Luis Obispo, CA 93401

George Schultz  
SCHULTZ BROTHERS VAN & STORAGE  
701 Stewart Street  
Santa Rosa, CA 95404

Ethan Harold Margalith  
STARVING STUDENTS, INC.  
8525 West Pico Boulevard  
Los Angeles, CA 90035

Bill Colwell  
TRI VALLEY TRANSPORTATION AND  
STORAGE COMPANY, INC.  
5481 Brisa Street  
Livermore, CA 94550

Richard Lindenberg  
UNITED VAN LINES, INC.  
One United Drive  
Fenton, MD 63026

Jim Calderwood  
ZUCHERT, SCOTT & ROSENBERGER  
888 Seventeenth St., N.W.  
Washington, D.C. 20006--3959

Kathleen Maloney  
Room 5024  
CPUC

\*\*\*\*\*  
STATE SERVICE  
I.89-11-003  
\*\*\*\*\*

ALJ BURTON W. MATTSO  
Room 5105  
CPUC

Tatiana Cherkas  
3-C  
CPUC

Eric Chiang  
3-C  
CPUC

Jack Fulcher  
2-D  
CPUC

Kent Kauss  
PUBLIC UTILITIES COMMISSION  
1227 'O' St., Ste. 404  
Sacramento, CA 95814

Lynn Maack  
Room 4002  
CPUC

Michael D McNamara  
Room 4002  
CPUC

Jeff Meloche  
2-D  
CPUC

Alberto Guerrero  
RM. 4300  
CPUC

Director Ken Koss  
Los Angeles Office  
CPUC

Compliance & Enforcement  
Room 2-c  
CPUC

Paul Wuerstle (3)  
Room 2-C  
CPUC

Trans Eco. & Analysis  
Room 2101  
CPUC

ATTACHMENT A

Page 3

Fe Lazaro (20)  
Room 2-C  
CPUC

Barbara Ortega  
CALIFORNIA PUBLIC UTILITIES COMMISSION  
107 S. Broadway, Room 5109  
Los Angeles, CA 90012

\*\*\*\*\*  
\*INFORMATION ONLY\*  
\*\*\*\*\*

Christopher Bell  
FIREMAN'S FUND INSURANCE  
PO Box 7421  
San Francisco, CA 94120

David W. Gorder  
KOLOD WAGER & GORDON  
One Market Plaza, Steuart St. Tower  
San Francisco, CA 94105-1310

Ronald Broberg, President  
TRUCKING SUPPORT SERVICES TEAM  
P.O. Box 1608  
Placerville, CA 95667

Jeff Day  
BRADY'S MOVING AND STORAGE  
251 Boeing Avenue  
Chico, CA 95926

Richard Smith, Attorney at Law  
CALIFORNIA TRUCKING ASSOCIATION  
Legal Department  
P. O. Box 919011  
West Sacramento, CA 95691-9011

Al McNease/Alex Pacheco  
CASEY'S OFFICE MOVING & STORAGE  
1900 Third Street  
San Francisco, CA 94107

Richard T. Smitz  
COR-VAN MOVING AND STORAGE CO.  
12375 Kerran Street  
Poway, CA 92064

George G. Sinner  
DON HEMSTED'S VAN AND STORAGE  
5125 Caterpillar Road  
Redding, CA 96003

Mark Gold  
ECONO-MOVE  
916 McArthur Boulevard  
Oakland, CA 94610

Pamela L. Welsh  
GOLDEN STATE SERVICES  
2055 South Seventh Street  
San Jose, CA 95117

Jim W. Martin  
MCN VAN MOVING SERVICE  
33485 Western Avenue  
Union City, CA 94587

Chris Stalder  
S & M MOVING SYSTEMS  
890 Service Street "K"  
San Jose, CA 95117

Bill Memory  
VALLEY NORTH AMERICAN  
321 West Amador St.,  
Fresno, CA 93706

Harold A. Delihant  
WORLD MOVERS, INC.  
3503 Breakwater Ct  
Hayward, CA 94545-3601

Steve Kozar, Tariff Administrator  
ALLIED VAN LINES, INC.  
P.O. Box 4403  
Chicago, IL 60680

PAULA KARRISON  
14013 Old Harbor Lane, Apt. 305  
Marina Del Rey, CA 90292

George M. Carr  
CARR, SMULYAN & HARTMAN  
120 Montgomery St., Suite 2300  
San Francisco, CA 94104

A & P MOVING, INC.  
77 Hamilton Drive  
Novato, CA 94749-3602

Carol A Dumond  
Room 5127  
CPUC

ATTACHMENT A

Page 4

PHASE IV

Same appearances as Phase III plus:

PAULA KARRISON  
13428 Maxwell Avenue, #172  
Marina Del Rey, CA 90292

George M. Carr  
CARR, SMULYAN & HARTMAN  
120 Montgomery St., Suite 2300  
San Francisco, CA 94104

A & P MOVING, INC.  
77 Hamilton Drive C  
Novato, CA 94749-3602

Carol A Dumond  
Room 5127  
CPUC

\*\*\*\*\*  
\* State Service \*  
\*\*\*\*\*

ALJ Barbara Hale  
CPUC  
RM 5010

Director Ken Koss  
2nd Floor  
CPUC

Compliance & Enforcement  
Room 2-C  
CPUC

Paul Wuerstle (3)  
Room 2-C  
CPUC

Trans Eco. & Analysis  
Room 2101  
CPUC

Fe Lazaro (20)  
Rm 2-C  
CPUC

Curtis Jung  
Rm 2-C  
CPUC

Barbara Ortega  
CALIFORNIA PUBLIC UTILITIES COMMISSION  
107 S. Broadway, Room 5109  
Los Angeles, CA 90012

\*\*\*\*\*  
\* INFORMATION ONLY \*  
\*\*\*\*\*

Christopher Bell  
FIREMAN'S FUND INSURANCE  
P.O. Box 7421  
San Francisco, CA 94120

David W. Gordon  
KOLOD WAGER & GORDON  
Ninth Floor  
One Market Plaza, Steuart St. Tower  
San Francisco, CA 94105-1310

(END OF ATTACHMENT A)



# ATTACHMENT B

ORIGINAL ORIGINAL

9411065

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

**FILED**

PUBLIC UTILITIES COMMISSION

NOV 08 1996

In the Matter of the Regulation of  
Used Household Goods Transportation  
by Truck.

) SAN FRANCISCO OFFICE  
) NO. ~~1-89-11-003~~  
) (Filed November 3, 1989)  
)

**JOINT MOTION FOR ADOPTION  
OF SETTLEMENT AND STIPULATION**

DOUG HILL, PRESIDENT, CMSA  
California Moving and  
Storage Association  
4281 Katella Ave., Ste. 205  
Los Alamitos, CA 90720-3562

LYNN A. MAACK, PROJECT MANAGER  
Office of Ratepayer Advocates  
505 Van Ness Avenue  
San Francisco, CA 94102

EDWARD J. HEGARTY, ESQ.  
Attorney for California  
Moving and Storage Assoc.  
P. O. Box 699  
Orinda, CA 94563

MICHAEL D. McNAMARA  
Office of Ratepayer Advocates  
505 Van Ness Avenue  
San Francisco, CA 94102

WILLIAM COLWELL  
Tri-Valley Transportation  
Transportation & Storage Co.  
5481 Brisa Street  
Livermore, CA 94550

DATED: November 8, 1996

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Regulation of  
Used Household Goods Transportation  
by Truck.

)  
) I.89-11-003  
) (Filed November 3, 1989)  
)

JOINT MOTION FOR ADOPTION  
OF SETTLEMENT AND STIPULATION

I. INTRODUCTION

Pursuant to the California Public Utilities Commission (Commission) Rules of Practice and Procedure, Section 51.3, and to the Commission's settlement procedures as ordered specifically for this case in Decision (D.) 91-04-030, the California Moving and Storage Association (CMSA), Tri-Valley Transportation (Tri-Valley), and the Commission's Office of Ratepayer Advocates (ORA) (formerly Division of Ratepayer Advocates), collectively referred to herein as "the Parties", jointly move that the Commission adopt the settlement agreement reached between these parties<sup>1</sup> in the above-captioned proceeding. The terms of the settlement are attached hereto as Exhibit 1 and incorporated by reference.

The purpose of this Joint Motion is to facilitate the Commission's expeditious consideration and adoption of the attached Settlement and Stipulation. The signatory parties to this agreement believe that this Joint Settlement is reasonable

---

1. One party that was active during Phases I and II of this proceeding, California Manufacturers Association (CMA), has not been active in Phase III, which is the subject of this Motion and accompanying Settlement Agreement. A Notice of Settlement Conference was mailed to all parties prior to the first settlement conference held at the outset of Phase III. In addition, CMA was advised of ongoing settlement discussions and declined to participate. The Parties signing this Motion and accompanying Settlement Agreement are the only parties that have been active in the settlement process for Phase III.

in light of the record, consistent with the law, and is in the public interest.

Parties have agreed to all of the Phase III issues enumerated in D.92-05-028, dated May 8, 1992. In addition, the parties have introduced and resolved new issues, which are identified as such in the agreement.

## II. BACKGROUND

The Commission approved D.90-12-091 on December 19, 1990, revising its regulatory program for used household goods carriers. The decision established a program of maximum (rather than minimum) rates, and enhanced consumer protections. The decision instituted two further phases (Phase II and Phase III) in this investigation and enumerated lists of issues for each phase which were to be addressed by interested parties. In Phase II, settlement negotiations were conducted and a settlement was reached on most Phase II and some Phase III issues. The Settlement Agreement was duly served on all parties. Hearing was held on unresolved Phase II issues and, in D.92-05-028, dated May 8, 1992, the Commission adopted the Phase II Settlement Agreement and set its maximum rate program in motion, effective September 1, 1992.<sup>2</sup> In that same decision, the Commission modified and reissued its list of issues to be addressed by interested parties in Phase III. It is that list of Phase III issues, with some additions, that the signatory Parties have resolved and address in this Joint Motion. The list is restated with appropriate response of the Parties in the Settlement Agreement in attached Exhibit 1.

## III. AGREEMENT OF THE PARTIES

The Parties agree to perform diligently and in good faith all actions required or implied hereunder, including, but not

---

2. The effective date of the maximum rate program was postponed to November 1, 1992, by D. 92-07-017, dated July 1, 1992.

necessarily limited to, the execution of any other documents required to effectuate the terms of this Settlement and Stipulation, and the preparation of exhibits for, and presentation of witnesses at, any required hearings to obtain the approval and adoption of this Settlement and Stipulation by the Commission.

The Parties agree jointly by executing and submitting this Settlement and Stipulation that the relief requested herein is just, fair, and reasonable and in the public interest.

This Settlement and Stipulation embodies compromises of the Parties' positions. No individual term of this Settlement and Stipulation is assented to by any Party except in consideration of another Party's assent to all other terms. Thus, the Settlement and Stipulation is indivisible, and each part is interdependent on each and all other parts. Any Party may withdraw from this Settlement and Stipulation if the Commission modifies, deletes from, or adds to the disposition of the matters stipulated herein. The Parties agree, however, to negotiate in good faith with regard to any Commission-ordered changes in order to restore the balance of benefits and burdens, and to exercise the right to withdraw only if such negotiations are unsuccessful. Upon adoption by the Commission, the terms and conditions of this Settlement and Stipulation will become the Commission's official program of regulation of Household Goods Carriers, henceforth. Thereafter, any party may seek to modify the program, for good cause shown, by way of formal application or petition in accordance with the Commission's Rules of Practice and Procedure.

/ / /

/ / /

/ / /

/ / /

/ / /

#### IV. THE SETTLEMENT AND STIPULATION IS REASONABLE AND IN THE PUBLIC INTEREST

The signatory parties to this settlement have a well-documented history in this proceeding of strongly-held convictions, leading to multiple views regarding the regulation of used household goods carriers. They have been extensively involved in negotiating the complex issues involved in this phase of the proceeding over a period of four years and represent extremely knowledgeable, experienced parties on issues involving the transportation of used household goods. In agreeing to a settlement, they have used their collective experience to produce the most reasonable agreements. The parties have struggled and succeeded in achieving a settlement agreement that they believe balances the various interests they represent. The settlement represents resolution of the selected issues that is fair, within the law, and reasonable for the industry and for consumers. It does so in a manner that alleviates the need for major commitment of time and resources that would otherwise be required to litigate those issues.

#### V. CONCLUSION

WHEREFORE, the signatory Parties respectfully request that the Commission grant this Motion and:

1. Adopt the attached Settlement and Stipulation as consistent with the law, reasonable, and in the public interest; and,
2. Grant such other and further relief as the Commission finds just and reasonable.

///

///

///

CALIFORNIA MOVING AND  
STORAGE ASSOCIATION

By: *Douglas Hill*  
Douglas Hill, President

Date: Nov. 7, 1996

Representing California  
Moving and Storage Assoc.  
4281 Katella Ave., Ste 205  
Los Alamitos, CA 90720-3562

Telephone (714) 527-7866

OFFICE OF RATEPAYER  
ADVOCATES

By: *Lynn A. Maack*  
Lynn A. Maack  
Project Manager

Date: Nov. 8, 1996

For the Office of  
Ratepayer Advocates  
505 Van Ness Avenue  
San Francisco, CA 94102

Telephone (415) 703-1628

CALIFORNIA MOVING AND  
STORAGE ASSOCIATION

By: *Edward J. Hegarty*  
Edward J. Hegarty, Esq.

Date: Nov. 5, 1996

Attorney for California  
Moving and Storage Assoc.  
P. O. Box 699  
Orinda, CA 94563

Telephone (510) 254-9075

OFFICE OF RATEPAYER  
ADVOCATES

By: *Michael D. McNamara*  
Michael D. McNamara  
Branch Chief, Energy Rate  
Design & Economics Branch

Date: Nov. 8, 1996

For the Office of  
Ratepayer Advocates  
505 Van Ness Ave.  
San Francisco, CA 94102

Telephone (415) 703-2265

TRI-VALLEY TRANSPORTATION

By: *William Colwell*  
William Colwell

Date: Nov. 5, 1996

Representing Tri-Valley  
Transportation & Storage Co.  
5481 Brisa Street  
Livermore, CA 94550

Telephone (510) 373-0511

EXHIBIT 1

## BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Regulation of )  
Used Household Goods Transportation ) I.89-11-003  
by Truck. ) (Filed November 3, 1989)

---

## SETTLEMENT AND STIPULATION

## 1. INTRODUCTION

By Decision 90-12-091, dated December 19, 1990, the Commission approved a revision of its regulatory program for used household goods carriers. In doing so, it established a program of maximum rates and expanded consumer protections. That decision also instituted two further phases in this investigation (Phase II and Phase III). In D.92-05-028, dated May 8, 1992, the Commission adopted the Phase II Settlement Agreement and the maximum rate program became effective on November 1, 1992. D.92-05-028 also stated a list of issues to be addressed by interested parties in Phase III of I.89-11-003, the final phase of this investigation. It is that list of Phase III issues, with some additions, that the parties to this Settlement and Stipulation have addressed and resolved by agreement.

The Phase III issues delineated by the Commission in D.92-05-028 cover fifteen separate subject areas with numerous sub-topics. Included among these subject areas are the appropriate methodology and procedures for establishing and updating maximum rates, valuation rates and procedures for the protection of consumers against loss or damage, simplification and improvement to documentation requirements, and the review and consideration of various consumer protections. These and all other Phase III issues are restated, addressed and resolved in this Settlement and Stipulation.



The Parties signing this settlement and stipulation agree to the following terms for Phase III of the investigation into the regulation of transportation of Used Household Goods, I.89-11-003:

**PHASE III ISSUES AND THEIR RESOLUTIONS  
BY THE PARTIES**

**ISSUE #1. Final Methodology:**

- a. What final methodology should be used, and components included, in establishing and updating final maximum rates?

The question of methodology and components to be used in establishing final maximum rates has been answered by the Governor's signing on August 3, 1995, of Assembly Bill (AB) 877. AB 877 amended the Household Goods Carriers Act, specifically, P.U. Code Section 5191,<sup>1</sup> to specify the exact manner and date by which the Commission must adjust the (then) current level of maximum rates, as follows:

In establishing or approving any maximum rates for household goods carriers, the commission shall, on or immediately after January 1, 1996, adjust the current level of maximum rates by application and use of the index number methodology relied upon by the commission in 1992 to assist in the establishment of the current level of maximum rates and make that adjustment for the time period from the date that index was last relied upon to the latest date that index data is available.

The Commission implemented the legislation by issuing Resolution TL-18725 amending Maximum Rate Tariff 4 (MAX 4), effective January 10, 1996. In so doing, the Commission incorporated the change in values that occurred in the Consumer Price Index, All Urban Consumers (CPI-U) from March, 1992 through November, 1995, thereby establishing the level(s) of final maximum

<sup>1</sup> AB 877 also amended P.U. Code Section 5196, which pertains to payment of commissions by household goods carriers to specified parties. However, that amendment is irrelevant to the issue of pricing.

rates for this phase of the proceeding. (See Issue #2a, below for exception of one rate category.)

The methodology for updating maximum rates was partially prescribed by AB 877:

... (after establishment), maximum rates shall be adjusted at least once annually by use of the same index methodology, or another index methodology found by the commission to be appropriate for the adjustment of household goods carrier maximum rates, less a reasonable percentage of any index increase to encourage higher productivity and promote efficiency and economy of operation by household goods carriers.

In accordance with this mandate, the Parties have agreed to a methodology for future annual updates that incorporates a measure of change in cost (inflation), adjusted by a measure of industry output (productivity).<sup>2</sup>

Change in cost is to be measured by the percentage change in CPI-U for the 12 months since the CPI was last used to update maximum rates. This percentage change is to be multiplied by a productivity factor of .669 (66.9 percent), which is derived from the calculated relationship between historical changes in CPI-U and general trucking productivity. The resulting percentage figure is to be applied to the maximum rates in effect (except for packing container rates), unless such rates have been adjusted in the interim by separate application. If an interim adjustment has been made, then the index adjustment will be calculated from the time period at which the interim adjustment was measured.

In establishing the productivity adjustment factor of .669, Parties have assumed that the opportunity for productivity

<sup>2</sup> The productivity measure used is output per employee for all interstate trucking, developed from data from the U.S. Bureau of Labor Statistics and published by DRI. In developing the figures for trucking output, DRI compares ton-miles handled with relevant employment in the industry. The parties have used 20 years of measured output to develop a factor relating productivity and inflation.

increases for California intrastate household goods carriers is lower than that for all interstate trucking, generally. This assumption follows from observation of operational differences between California intrastate household goods carriers and interstate trucking, generally. For instance, California HHG carriers are relatively more labor-intensive than interstate long-haul trucking, generally; improvements that affect vehicles, such as longer maintenance intervals or decreased fuel consumption, have much less effect on California HHG carriers than on interstate trucking. Similarly, California HHG carriers cannot influence, define or enhance pickup and delivery site conditions -- there is no standardization of residence access and nearly all locations are different. Hence, there is limited opportunity for improvement in loading and unloading functions, which account for the majority of moving cost. Compare this with loading and unloading facilities encountered by freight haulers, which are designed for truck access and are continually being improved upon. In addition, the articles being moved by California HHG carriers are not designed to be moved and are handled manually and individually, whereas those commodities hauled by truck, generally, are usually pre-packaged for ease of loading and unloading, which is often accomplished by mechanized means, thereby lessening the relative time for those functions in the hauling process.

The Parties believe these, among other differences, justify the adjustment of the proxy cost/productivity factor to arrive at a factor more relevant to California intrastate HHG carriers.

Accordingly, the Parties have agreed to the assumption that HHG carrier productivity change is 60 percent of that in trucking, generally. Appendix A, attached to this settlement agreement, shows the derivation of the productivity factor of .669.

b. What should be the procedure for updating maximum fixed rates?

The Parties agree that the procedure for annually updating maximum rates is to be the same as that used in implementing AB 877: calculate the change appropriate for adjusting maximum rate levels (Max 4 rate plus 66.9 percent of the change in CPI-U) and effectuate the change in rates by Commission resolution amending MAX 4. The change in CPI-U is to be that occurring between the CPI month last used to update MAX 4 rates and the month as near the end of the calendar year as is administratively feasible, to enable the Commission to publish new maximum rates effective on or immediately after January 1.

The starting point for measuring change is to be the CPI-U values published for November, 1995. The change is to be calculated to the nearest one-tenth of one percentage point; MAX 4 is to be amended only if the change amounts to 0.5 percentage points or more. If there is a change of 0.3 percentage points in a year, no change will be made to the tariff. However, the following year, the 0.3 percentage points will be taken into consideration in the overall calculation. A change of 0.4 percentage points in the new year will be combined with the 0.3 of the preceding year to yield the appropriate maximum rate adjustment percentage. Changes in MAX 4 are to be made in one-tenth percentage point increments; that is, a change of 0.8 percentage points will be implemented as 0.8, not rounded to 1.0.

Any adjustments to maximum rates other than the annual updates described above must be made by application to the Commission, in accordance with the Rules of Practice and Procedure.

**ISSUE #2. Rate Recommendations:**

- a. What should be the level of the final maximum fixed rates?

Final maximum rates are already in effect, as discussed in the response to Issue 1.a., above, with one exception. That exception is maximum hourly rates in MAX 4, Item 320, for a driver and unit of equipment (Van & 1), for which D. 92-05-028 allowed specific review (p.83, para. 6.4). In the original development of Van & 1 rates for Minimum Rate Tariff (MRT) 4-C in each of the three Territories, the conversion from total cost to tariff rate was improperly calculated, resulting in a minimum rate that was too high. Since MAX 4 rates are a derivative of MRT 4-C rates, it follows that the Van & 1 rates in MAX 4 are also in error.

Two types of vehicle are used in the performance of local moves -- the straight truck and the tractor-trailer combination. Separate total costs per hour were developed for service using each type of equipment. The Commission-adopted weighting of the respective costs when developing minimum rates for Van & 1 service was 90 percent truck and 10 percent tractor-trailer. The costs underlying MRT 4-C were converted to rates using a weighting of 80 percent truck and 20 percent tractor-trailer.<sup>3</sup> Since the cost of service per hour using a tractor-trailer is higher than that using a straight truck, the result of the error was an overstatement of MRT 4-C Van & 1 rates. The magnitude of the error was 2.2 percent in Territory A, 2.5 percent in Territory B and 2.4 percent in

<sup>3</sup> The weighting used was that adopted for service using a vehicle with driver and helper (Van & 2). A review of cost data and rates adopted for Van & 2 under MRT 4-C confirms that the 80/20 weighting was correctly used for the conversion from cost to rate for that service. Therefore, no correction is necessary for the maximum rates for Van & 2.

Territory C.<sup>4</sup>

MAX 4 rates were developed by simple escalation of MRT 4-C rates using constant scalars for all hourly rates. Consequently, the MAX 4 rates for Van & 1 are overstated by the percentages shown above. The maximum rates were increased most recently effective January 10, 1996, again using a constant percentage for all rates affected. Correcting for the errors just described, the current maximum fixed hourly rates in MAX 4, Item 320, for Van & 1 service, should be as follows:

		TERRITORY		
		A	B	C
1.	Straight Time.....	\$ 73.85	\$ 70.45	\$60.50
2.	Time-and-a-half....	96.30	90.05	77.45
3.	Double Time.....	118.60	109.60	94.40

The Parties agree that the MAX 4 reductions in Van & 1 rates are to be made when the next annual rate adjustments are made in early 1997.

The cost-to-rate conversion correction calculations and summary are shown in attached Appendix B. The calculations used MRT 4-C costs of record from D.87-01-066 and D.87-09-045, and converted those costs first to minimum rates then to maximum rates, using the escalation factor adopted by the Commission in D.92-05-028 for that purpose. This yielded the original MAX 4 rates, which are shown to demonstrate continuity and accuracy of the cost-rate model. A percentage error was determined for Van & 1 rates by comparing calculations at both the incorrect and correct weightings by equipment type. The error percentage was then used to reduce the current MAX 4 rates for Van & 1 to their appropriate levels, as shown on the summary page beginning Appendix B.

<sup>4</sup> MRT 4-C contained rates for straight time only. No overtime rates were prescribed. For the corrections to overtime rates for Van & 1, separate calculations were performed to determine the proper rates for time-and-a-half and double time. The calculations for all three time-of-service rate applications are shown in tables in Appendix B, attached.

- b. What should be the level of final maximum fixed rates (transportation and storage-in-transit) if basic valuation charges (i.e., actual cash value up to \$20,000) are bundled in the maximum fixed rates?

As indicated in Issue #4.b., below, the Parties have agreed that the current system of unbundled valuation charges are to be retained. In that context, the Parties consider this question moot.

- (1) What should be the separately assessed (unbundled) valuation rates for actual cash valuation coverage for values greater than \$20,000?

The Parties have agreed that the current system of unbundled valuation charges is to be retained (see Issue #4.b., below). Therefore, the maximum valuation rate is to be the same for all declared levels of valuation at actual cash value coverage. The current maximum rate for valuation with coverage at actual cash value is 67 cents per \$100 of declared value. The Parties agree there is to be no change in this rate or its applicability.

- (2) What should be the unbundled rate for full value protection valuation coverage with no deductible; a \$250 deductible; and a \$500 deductible?

The Parties have agreed that the current system of unbundled valuation charges is to be retained (see Issue #4.b., below). Therefore, the maximum valuation rates for full value protection (FVP) coverage are to be those currently specified in MAX 4, Item 136, paragraph 7:

No deductible .....	\$1.01 per \$100.00 declared value
\$250 deductible .....	\$0.41 per \$100.00 declared value
\$500 deductible .....	\$0.20 per \$100.00 declared value

As a related issue on the subject of full value protection, the Parties agree to amend paragraph 8 of MAX 4, Item 136, as follows: [Bracketed material is to be deleted; bold, underlined material is to be added.]

"8. When [protection during] storage-in-transit is ordered in writing by the shipper, carrier shall guarantee recovery of [goods] articles lost or damaged while in its possession up to the declared value at the protection level chosen by the shipper. (See Notes 3 and 6.)

"a. The maximum fixed rate for [Storage-in-Transit provided by the carrier] Actual Cash Value protection while shipment is in storage-in-transit will be \$0.14 for each \$100 (or fraction thereof) of declared value.

"b. The maximum fixed rate for Full Value protection while shipment is in storage-in-transit will be \$0.21 for each \$100 (or fraction thereof) of declared value.

"(1) When shipper assumes responsibility for the first \$250 of any claim, the maximum fixed rate shall be \$0.08 for each \$100 (or fraction thereof) of declared value. (See Note 5.)

"(2) When shipper assumes responsibility for the first \$500 of any claim, the maximum fixed rate shall be \$0.04 for each \$100 (or fraction thereof) of declared value. (See Note 5.)"

The reason for the above agreement is that MAX 4 currently contains no provision for assessing charges for FVP while a shipment is in storage-in-transit (SIT). Item 136, paragraph 1 of MAX 4 states, "The declared value shall be deemed to relate to all services undertaken by the carrier or its agents." The Parties interpret this to mean that once the shipper has selected a valuation option and declared a dollar valuation, that option and valuation amount applies to the shipment for the entire time it is in transit between initial origin and final destination, including



the time it is in SIT.<sup>5</sup> As the tariff is currently written, there is no specific basis for carriers to assess valuation charges when a shipment is declared at FVP and goes into SIT. Moreover, the current maximum rate for ACV in SIT is insufficient for coverage at FVP without deductibles and is too high for FVP with deductibles.

The maximum rates agreed to above for the specific levels of SIT FVP coverage were determined by analogy, comparing current valuation rates for ACV and FVP for the transportation, or non-SIT, portions of the move. The ACV rate of \$0.67 is 66.3 percent of the FVP rate of \$1.01; from this relationship, one divides the current SIT ACV rate of \$0.14 by .663 to arrive at the SIT FVP rate of \$0.21. The rates for SIT FVP with deductibles are derived using the relationship between non-SIT FVP rates with and without deductibles; the rates for \$250 and \$500 deductible coverage are 40 and 20 percent, respectively, of the \$1.01 non-deductible rate. Applying these percentages to the SIT FVP rate of \$0.21 yields rates of \$0.08 and \$0.04, for the respective FVP deductible coverages in SIT.

---

<sup>5</sup> The Parties agree that differing options for transportation and SIT portions of a move are not to be encouraged. Arguably, by the language in MAX 4, Item 136, para. 1, such "split-level" valuations cannot be allowed. However, the Parties declare no interpretation on this point. Industry practice is not to accept such declarations. The existence of more than one single, continuous valuation coverage may make loss and damage claim settlements more difficult than they already can be, since it will often be unknown at which point in time or space loss or damage occurred. Hence, it would be impossible to determine which level of valuation were to apply in the resolution of a claim. This situation is not in the best interest of either the shipper or the carrier. Accordingly, the Parties agree to revise MAX 4, Item 470, which contains the text of the booklet entitled, "Important Information for Persons Moving Household Goods". Currently, the language in the booklet appears to allow, if not invite, a shipper to state separate and different valuations for transportation and SIT portions of the move. The Parties agree to remove that language as set forth in our resolution of Issue #17, ref. Item 470, pp.95-96, paragraphs b and c. Similarly, the Parties agree to modify the language proposed by the Commission for the Consumer Protections and Waiver attachment to the Agreement for Move, in Attachment H, Page 3 (see Issue #15 a.).

With the addition of rates for FVP in SIT, the tariff would contain all necessary provisions for charging appropriately for each valuation option available while a shipment is in storage-in-transit. Adoption of the Parties' agreement would make MAX 4 whole in this regard and would serve the interest of the shipping public.

- c. If the rate should be other than zero, what should be the rate for default valuation (\$20,000) if the carrier fails to enter a rate per \$100 on the Agreement?

The Parties agree that the current provision in Item 136, paragraph 4 is to be retained. If no valuation rate is entered on the Agreement, the valuation rate for each \$100 of declared value will be deemed to be zero.

- d. What should be the rates if a carrier fails to properly and fully complete the required forms?

The Parties agree that when a carrier fails to properly and fully complete the required forms, the applicable rates shall be 65 percent of the corresponding applicable maximum rates. A notable exception to this rule: each shipment is to be handled on a case-by-case basis; if Commission staff determines from a review of a carrier's freight bills, advertising or other sources that the carrier normally or routinely charges less than 65 percent of MAX 4 rates, the applicable rates shall be no more than that carrier's normal or advertised rates.

The foregoing requires changes to the current provisions in MAX 4, Item 28, regarding the mandatory reduction of rates on a move for what is commonly referred to as "documentation failure" on the part of a carrier. The Parties agree to the following modification to Item 28, paragraph 3 (brackets indicate deletion; bold underline indicates addition):

- "3. If carrier fails to issue an Agreement in accordance with Item 128, or if such document is issued but does not contain the information specified in subparagraph (a) and (b), rates utilized in determining the charges for services not described or for rates not quoted shall be [45 percent below] 65 percent of the maximum fixed rates published in this

tariff. If the Agreement does not contain the information specified in subparagraph (c), (d), (e) or (f), rates utilized in determining the charges for all transportation and accessorial services performed shall be the lowest of: 1) [45 percent below] 65 percent of the maximum fixed rates published in this tariff; 2) rates quoted in the Estimate; or 3) rates quoted in the Agreement. (See EXCEPTION)

"EXCEPTION: If it is determined that a carrier advertises or regularly charges rates lower than 65 percent of the maximum fixed rates published in this tariff, then the carrier's advertised or regularly-charged rate level shall be used in determining the charges applicable pursuant to this paragraph."

ISSUE #3. Estimate and Waiver of Agreement:

- a. Do the benefits exceed the costs (e.g., confusion) of allowing written estimates to exceed maximum fixed rates no less than 3 days before the day of the move when it is the same 3-day requirement for carriers to provide the Agreement to the shipper?

The Parties agree that the two 3-day rules are to be retained. The responsibility for compliance or adherence to the rules rests with the carriers. There is little, if any, confusion apparent on the part of carriers because both rules contain three days. On the contrary, there is an intuitive benefit to having both processes subject to the same number of days. Now that the maximum rate program has been in effect for four years, carriers have become familiar with the program requirements. The Parties are aware of no confusion about the time frames for providing the required documents.

- b. Is there confusion regarding the waiver of the three-day (i.e., advance notice) requirement for the Agreement not being a waiver of the Estimate form for rates to exceed maximum fixed rates?

Maximum rates are rarely, if ever, exceeded in actual practice, so the opportunity for confusion to arise is minimal at best. The Parties are aware of no confusion on this issue.

- c. Is there confusion regarding the waiver of the three-day (i.e., advance notice) requirement for the Agreement never being a waiver of the completed Agreement (with the completed Agreement to be issued before the move begins no later than the day the move begins)?

It has long been standard practice in the industry for a carrier to issue a completed Agreement on the day of the move. The Parties believe that even if a shipper waives advance receipt of an Agreement for Service, no licensed Household Goods Carrier will construe that waiver to apply to ultimate issuance of the document on moving day.

#### ISSUE #4. Valuation:

- a. What are the reasons for and against including (bundling) basic valuation (i.e., actual cash value coverage for loss and damage up to \$20,000) in the maximum fixed rate without additional charge?

The Parties offer the following pros and cons on bundling of "basic" ACV valuation coverage up to \$20,000<sup>6</sup>:

##### Pros (FOR bundling):

1. Bundling of the first \$20,000 at ACV sets a standard coverage for all moves up to that amount.
2. Bundling may simplify explanations by carriers about types of coverage available and, possibly, declarations of value by shippers, for shipments valued up to \$20,000 at ACV (but not for higher-value shipments, such as those over \$20,000 in value and/or requiring coverage at FVP).

<sup>6</sup> The parties presume that the bundling of the first \$20,000 at ACV coverage posed in this question means the complete elimination of the current coverage at 60 cents per pound per article.

3. Bundling would cover all shippers for \$20,000, regardless of the actual value of their goods, and without their having to take steps to obtain such coverage or declare that their goods have that value.
4. Elimination of basic coverage at 60 cents per pound per article as the standard may provide higher monetary resolution of claims involving lightweight items, since all resolutions would be based on no less than depreciated value, rather than weight of an article.

Cons (AGAINST bundling):

1. Unbundling provides beneficial options for shippers to weigh in their considerations on moving cost.
2. Bundling the first \$20,000 at ACV denies shippers potential, and defined, lower-cost options (60 cents per pound per article and ACV coverage at less than \$20,000).
3. By paying an all-inclusive, standard price, shippers with alternative coverage (e.g., private homeowners insurance) would be paying too much.
4. Bundling of coverage forces every shipper to pay for some portion of the various levels of actual coverage of all shippers, regardless of their individual requirements.
5. Some shippers with goods of more than \$20,000 value may unintentionally undervalue their shipments at the \$20,000 "basic" limitation with resulting undercompensation on large "disaster" claims.
6. Without an exact declared value, resolution of large loss and damage claims would be made more difficult.
7. Current maximum rates incorporate cost of insurance based on the current valuation and claims resolution rules; there is no available cost basis for establishing maximum rates under the scenario of all claims resolutions at ACV or higher.

8. The moving industry, both in other states and interstate, is characterized by an unbundled valuation structure. Bundling valuation charges would make California's system inconsistent with the rest of the moving world.
9. The current unbundled structure is understood and accepted by the moving public.
- b. Should valuation charges be bundled or unbundled in maximum rates?

The Parties agree that valuation charges are to remain unbundled. On balance, it is unfair to penalize shippers who desire minimal coverage or whose goods have a value less than \$20,000 by requiring them to pay for \$20,000 worth of ACV coverage in the basic transportation rate. The Parties agree that a full range of options is to be available to all shippers, with each paying only the cost associated with his or her particular choice.

ISSUE #5. Documentation:

- a. What specific changes should be made to simplify or improve the documentation requirements? Specific revised model forms and booklet with the party's recommended wording is to be included with each party's answer to this question.

1) Agreement for Service (Items 128 and 450)

- o Change the title of the document to "Agreement for Moving Services." The Parties agree that this title more adequately conveys the scope of application of the document.
- o On an administrative note, regarding retention of documents, amend the language in Item 128, para. 4, as follows:

"4. The original or duplicate documents (including a Master Agreement if one is referenced) shall be retained and preserved by the issuing carrier, subject to Commission inspection, for a period of not less than three (3) years from date issued for all documents except Master

Agreements. Master Agreements shall be retained for a period of not less than three (3) years from date of expiration or cancellation. (Bold, underlined text is that to be added.)

The reason for this change is that the current wording would allow a carrier to discard a Master Agreement immediately upon its expiration if its issuance date were three years or more earlier. This would in effect leave no paper trail for shipping documents referencing that Master Agreement for the three years preceding its discard date. The intent of the paragraph is to preserve for three years all records that will enable the Commission staff to audit shipments performed during that time period. The Parties' agreed-upon, amended language will ensure that that intent is met with respect to shipments subject to the terms of Master Agreements.

- o Remove the section requiring explanation of the requirements to exceed maximum rates from the Consumer Protections and/or Waivers section of the Agreement for Service, reword it and relocate it on the Estimated Cost of Services form (see paragraphs on the Estimated Cost of Services form, below, for more detail).
- 2) Basis for Estimated Cost of Services (Items 112 and 400)
  - o See Issue #16, below, resolved by the Parties, regarding computer-generated Estimates. The Parties offer no other changes to this form nor its governing rules.
- 3) Table of Measurements and Estimate (Items 116 and 410)
  - o The Parties offer no changes to this form nor its governing rules.
- 4) Estimated Cost of Services (Items 108 and 420)
  - o See Issue #16, below, resolved by the Parties, regarding computer-generated Estimates.
  - o In addition, the Parties agree to remove the section explaining requirements to exceed maximum rates from the Consumer Protections and/or Waivers form on the Agreement for Service, rewording the section and relocating it on the Estimated Cost of Services form. The reason for this change is that the only time a carrier may charge above maximum rates is when it issues a written Estimated Cost of Services at least three days prior to the day of the move. Since a

shipper likely would not know whether a carrier were exceeding maximum rates unless the carrier so indicated, having the cautionary statement on the Agreement for Service appears to be of limited or no benefit. It would appear to be of greatest benefit to have the statement on the Estimated Cost of Services itself, where a carrier intending to assess higher than maximum rates would introduce the subject of maximum rates and have the customer read and annotate the required questions.

The revised wording of the section required by Item 128 (r)(2) appears below in the paragraphs under "Consumer Protections and/or Waivers".

5) Shipping Order and Freight Bill (Item 132)

- o On an administrative note, regarding retention of documents, amend the language in Item 132, para. 3, as follows (bracketed material indicates deletion; bold, underline means addition):

3. A duplicate of each shipping document, ... shall be retained and preserved by the carrier, at a location within the State of California, subject to Commission inspection, for a period of not less than three (3) years from [date issued.]

a.) date of expiration or cancellation, for a Master Agreement,

b.) date of issuance, for all other documents.

{Bracketed material indicates deletion; bold, underline means addition.}

.The reason for this change is the same as that for the similar change to Item 128, Agreement for Service, above.

6) Change Order for Services (Item 120)

- o Amend para. 1 (h) (3) to read:



I UNDERSTAND THAT I MAY BE REQUIRED TO PAY FOR THE SERVICES REQUESTED ABOVE AT TIME OF DELIVERY. THESE CHARGES ARE IN ADDITION TO THOSE CHARGES SET FORTH IN THE ESTIMATED COST OF SERVICES AND/OR AGREEMENT FOR MOVING SERVICES. CARRIER IS NOT REQUIRED TO EXTEND CREDIT IN THE AMOUNT OF THE CHARGES ACCRUED FOR THE ABOVE ADDITIONAL SERVICES. I HAVE READ THIS CONTRACT AND AGREE WITH THE PROVISIONS HEREIN, AND HAVE RECEIVED A COPY.

This addition is in recognition of the fact that a Change Order for Service may be issued in connection with either the Estimate or the Agreement, or both.

- o Delete para. 1 (i) (2). Accordingly, para. 1 (i) is to read as follows: [Bracketed material indicates deletion.]
1. (i) The following statement[s], placed in an appropriate area of the document in letters not less than 12 point, caps:
- ((1)) I UNDERSTAND THAT THE COST FOR SERVICES RENDERED WILL "NOT EXCEED" (Total Price) (Initial)
- [(2) I UNDERSTAND THAT I HAVE THE RIGHT TO REFUSE TO SIGN THIS CHANGE ORDER. (Initial).]

Paragraph 1.(1)(2) currently advises a customer who is already in the course of a move and requests additional services that he or she does not have to sign a Change Order for Services. The Parties agree that this statement encourages unnecessary altercation that is often detrimental to an otherwise satisfactory moving process. The Parties agree that this requirement is to be eliminated.

7) Consumer Protections and/or Waivers (Items 128 and 450)

The Parties agree to remove the section explaining the requirements to exceed maximum rates from the Consumer Protections and/or Waivers section on the Agreement for Service, rewording the section and placing it on the Estimated Cost of Services form. The agreed-upon wording is as follows:

To be completed by Carrier:

1. Are Maximum Rates to be exceeded on this move?

Yes \_\_\_\_\_ No \_\_\_\_\_

2. If yes, by how much will charges exceed those at Maximum Rates? \$ \_\_\_\_\_.

To be completed by Shipper:

3. Do you consent to the amount of charges to be assessed over the Maximum Rates?

Yes \_\_\_\_\_ No \_\_\_\_\_

The Parties agree that the new wording conveys the information the Commission intends to convey. The new wording also places the carrier's and shipper's responsibilities where they do the most good in the process. It is the carrier that knows whether maximum rates are to be exceeded on the move. And it is the carrier's responsibility to convey that information to the shipper. It is then the shipper's responsibility to accept or reject the terms.

8) Important Information for Persons Moving Household Goods (Within California) (Item 470)

- o Revise language in the booklet that carriers issue to each prospective customer. The agreed-upon revisions are numerous. The complete, revised text of Item 470 is contained in Appendix C, attached to this Settlement Agreement. As an aid to tracking the Parties' changes, Appendix D contains a version of the booklet text showing all deletions and additions; [bracketed] material indicates deletions and underlined material indicates additions.

One addition of note is a section the Parties have agreed upon similar to that suggested by the Administrative Law Judge (ALJ) in the list of Phase III issues. The section states that the Commission sets maximum rates for household goods transportation services and explains that there are reasons and required procedures by which they may be exceeded. The section is entitled "Maximum Rates", and is to be inserted after the section entitled "How to Choose a Mover", in both the Table of Contents (MAX 4, Original Page 89) and in the text (MAX 4, Original Page 90). The

Parties' language differs slightly from that proposed by the ALJ, but not in intent nor informative value. The language the Parties have agreed upon is as follows:

#### MAXIMUM RATES

All rates and charges are subject to PUC-set maximums. Normally, movers will not exceed these maximums; however, there may be circumstances under which a mover must charge above maximum rates to recoup its costs on a particular move. In such circumstances, that mover must issue you a written Estimated Cost of Services three days or more prior to moving day, indicate that maximum rates will be exceeded on the move and by how much, and obtain your consent to the rates and charges to be assessed.

The Parties agree that their amended language, although different from that suggested by the ALJ, conveys the desired information clearly and in a context that is strictly factual. It states the movers' and the shippers' rights and obligations without introducing suspicion on the part of the shipper that exceeding maximum rates is something that is necessarily illegal. It lets the shipper know that there may be a legitimate reason for a carrier to exceed maximum rates and specifies the procedure that must be followed in order for the carrier to be able to do so.

Another addition of note is the last page of the booklet, which the parties have agreed is in the interest of safety of both carrier and shipper. The page lists articles which may not be transported due to the inherent danger in doing so. The page is entitled "Important Information for Shippers Regarding Hazardous Materials", and is included in Appendices C and D.

- b. Should we require that the Agreement and Freight Bill be combined on one document?

The Parties agree that the combination of documents is to remain optional, subject to individual carriers' preferences. However, whatever form the documents take, each document must contain the information required by MAX 4. If combined into one document, the content, function, intent and understandability of

each must be preserved and sufficient copies provided to assure that this is so. In other words, a copy of the document must be available as the Agreement when the tariff requires, and another copy as the extended Freight Bill when the tariff requires.

- c. How should the Important Information Booklet treat the Commission's toll-free 800 telephone number?

The Parties agree that the Important Information Booklet is to indicate that by calling the Commission's toll-free 800 telephone number, in addition to receiving information about the Commission's regulatory program, a person may obtain certain carrier-specific information. The agreed-upon booklet language in this regard is contained in Appendix C, page 2, "How To Choose A Mover".

Although the Parties' agreed-upon language in the booklet is not detailed to the extent shown in the list below, the Parties agree that it is necessary at this point to specify the actual information that may be disclosed upon caller request via the 800 number. The Parties agree that a caller may be given information as to:

1. whether the carrier is licensed;
2. what type(s) of authority the carrier has;
3. whether the carrier's insurance is in effect;
4. whether the carrier has received any citations issued by the Commission's enforcement staff under the Commission's informal citation program in the last two years IF the carrier has admitted to the allegations in the citation(s); disclosable are the nature of the violations and the amounts of fines imposed (in accordance with Commission Resolution CE 12-87, issued January 28, 1988 and affirmed and made permanent by Resolution CE 8-88, issued August 10, 1988);
5. whether any formal legal action, which may be described, has been instituted by the Commission against the carrier within the last two years;

In addition to the carrier-specific information outlined above, a caller may receive information on the customers' rights and responsibilities in the moving process, loss and damage claims

procedures or any other aspect of the Commission's program. (This issue is related to Issue #11, Performance Report and Consumer Outreach, and Issue #18, introduced by the Parties, regarding handling and staffing of the Commission's 800 number.)

- d. Should carriers be allowed to combine the Estimate and Agreement forms, or should those forms be required to be separate documents to promote understanding that they are different?

The Parties agree that the combination of documents is to remain optional, subject to individual carriers' preferences. However, whatever form the documents take, each document must contain the information required by MAX 4. If combined into one document, the content, function, intent and understandability of each must be preserved and sufficient copies provided to assure that this is so.

**ISSUE #6. Carrier-Filed Rates:** Should carrier-filed maximum rates be allowed, and if so, under what terms and conditions?

The Parties agree that carrier-filed maximum rates should not be allowed and that such a system would confuse and be detrimental, rather than beneficial, to the shipping public. When general freight carriers published their own tariffs in the days of stringent rate regulation, it was clear that the central location of such tariffs provided little or no value to the shipping public, particularly small shippers without the time, resources or knowledge to obtain the information from the Commission. The same would be true of household goods carrier tariffs -- even more so, since most customers are private individuals. Moreover, unless tariff-filing were required, many, if not most, carriers would simply not file. And if they did file, there is no mechanism at the Commission to compile and disseminate the information to the public. Therefore, there is no value in instituting such a filing system.

**ISSUE #7. Promote Best Qualities:** How can the California Moving and Storage Association, National Moving and Storage Association, National Institute of Certified Moving Consultants, and Commission work together to promote the best qualities within the industry?

Parties agree that NMSA and NICMC should be removed from the issue as they are national groups not directly involved in California intrastate activities. (Neither NMSA nor NICMC has participated or expressed interest in I.89-11-003 since Phase II.)

CMSA offers and DRA concurs in the following suggestions to promote industry quality:

1. Regularly scheduled biannual meetings with Commission staff to review consumer complaint data, carrier non-compliance, and citation/prosecution of illegal carriers.
2. CMSA will continue to assist staff in the pursuit of unlicensed movers.
3. CMSA invites Commission staff to work together with the association to generate Regulatory articles in CMSA's monthly publication, "The Communicator".
4. Commission staff and CMSA should work together to hold periodic training seminars for household goods carriers throughout California.
5. Commission staff and CMSA can work together to issue joint press releases on "How to Choose a Mover" to the California moving public.
6. CMSA invites Commission staff participation in chapter meetings throughout the state and its annual Conference for training/educational purposes.

**ISSUE #8. Retesting Carriers:** Should all carriers be retested to retain operating authority after a fixed deadline given our final program?

Any and all changes resulting from adoption of this Settlement Agreement will be described in detail and publicized by Commission decision and new tariff pages. CMSA will also include detailed description of all changes in its trade publication "The Communicator" and will convey the information to its member carriers in its regularly scheduled chapter meetings. Since the Settlement Agreement for Phase III involves no significant

procedural or program changes, the Parties do not believe retesting is necessary.

**ISSUE #9. Penalties:**

- a. Should the carrier be subject to a penalty for failure to conduct the move on the date agreed for shipments weighing less than 5,000 pounds and/or transported less than 75 constructive miles?

Parties agree that the current rule is to be retained, with the restriction on weight and distance. The structure of Item 100 contemplates moves that will take more than one day or even one week to complete. The logistics of larger/longer moves can cause scheduling problems that can adversely affect the customer. The allowance of \$100/day is an incentive for carriers to meet specific schedule requirements on those larger/longer moves, as well as remuneration to shippers for inconvenience caused by delays. Normally, smaller moves or moves of shorter distance can be completed in one day and the potential problem of pegging and meeting delivery dates is either not an issue or is dramatically reduced. Delays on smaller/shorter moves does not appear to be a problem, according to the Commission's complaint records.

- b. Should the Commission specify the level of liquidated damages a carrier may assess a shipper if the shipper cancels an agreed-upon move without adequate notice?

Parties agree that a provision specifically assessing damages against a shipper is unenforceable and undesirable.

**ISSUE #10. Distance Table:**

- a. Should the distance table (constructive miles) be abandoned, with maximum rates based on actual miles?

The Parties agree that a mileage guide is necessary given the construct of the regulatory program. Since no alternative guide of sufficient scope is available, the Parties agree to retain Distance Table 8 (DT 8).

Without a mileage guide, there would be no "structure" to the distance rate structure. Since the Commission prescribes the rates based on weight and distance, it should also provide a mileage guide as a standardizing measure of distance. The standard is necessary for carriers and Commission staff to determine proper charges on a given shipment when questions arise, and provides a consistent basis for shippers to compare carriers' estimates of moving cost when distance rates are involved.

DT 8 contains constructive mileages via the shortest route between all points in California. Although it is dated, it is by far the most extensive and useful mileage guide available. Moreover, current maximum rates for shipments charged by weight and distance are based on its calculated distances. The elimination of DT 8 would pose a complicated problem of adjustment of maximum rates which are based on constructive distance factors. The original factors are not in electronic format and original workpapers have been discarded. Reconstruction of actual mile segments between and among all points in California would require a complete restudy of all highway and road segments throughout the state.

For these reasons, the Parties agree that DT 8 is to be retained.

b. If so, how will this impact the maximum fixed rates?

Parties agree that if MAX 4 distance rates were subject to actual miles, current maximum distance rates would have to be increased to compensate for the reduction in distance between points resulting from the conversion from constructive to actual miles. It would be the stated distance that would change, not the cost of movement between the points. As stated in #10a, above, since all conversion factors have been destroyed, the task would be monumental, the cost high and the benefit dubious.



- c. Should carriers be allowed to charge based on hours for shipments over 100 constructive miles? Or 100 actual miles?

Parties agree that the current structure is to be retained. Generally, movers try to complete a local move in one day. 100 miles, whether constructive or actual, is considered the maximum distance for a move that can be accomplished in one day. In addition, the current mileage limitation on the use of hourly rates prevents the accumulation of excessive charges for double the driving time between origin and destination that the use of distance rates beyond that distance obviates.

- d. If constructive (actual) mileage is used, and carriers may charge hourly rates for shipments up to 100 constructive (actual) miles but not beyond (an increase from 50 miles), should Maximum Rate Tariff (MAX) 4 references to 50 constructive (actual) miles in other sections be increased to 100 constructive (actual) miles?

Parties agree that the 100 constructive mile limitation is to pertain only to Item 320, hourly rates. The only other item containing a mileage limitation is Item 330, piece rates. The Parties agree that piece rates in Item 330 are to remain limited to 50 constructive miles. Piece rates were originally developed around the 50 constructive mile limit. The rates include all costs and are fixed, with the highest being that for distances between 21 and 50 constructive miles. No additional charges may be assessed, i.e., there is no provision for "double driving time", as there is with hourly rates. Therefore, there is no opportunity for carriers to recoup costs for moves at longer distances. The Parties agree that the maximum fixed rates for piece moving are to remain limited to 50 constructive miles.

**ISSUE #11. Performance Report and Consumer Outreach:**

- a. What carrier performance report efforts should the Commission undertake?**

The Parties agree that a performance report is unworkable and that the release of public information on carriers as enumerated in the response to Issue #5 c., above, will provide the kind of information that is understandable and will assist consumers in their selection of a moving company.

- b. What consumer outreach efforts should the Commission undertake?**

Consumer outreach is difficult when the consumers are infrequent or one-time users of a service. Reaching customers when they are most likely to need information will require frequent outreach efforts. The Parties note and applaud the success of Commission staff in placing relevant consumer information in the Yellow Pages of certain telephone directories and classified advertising sections of newspapers. This type of outreach is an important step in educating potential moving customers since the message is targetted directly to those individuals with a need to know. For its part, CMSA has participated in radio talk-show interviews and call-in shows to discuss the moving process.

The Parties believe that public service announcement spots on radio and television offering CMSA's phone number and the Commission's 1-800 number for information on moving will be helpful to those contemplating moving at the time the announcements are made. The spots could be prepared by the Commission's Office of Public Affairs and released as news bulletins in hard copy to the news media on a regular basis, perhaps with varying themes. Specific emphasis could be placed on such things as shopping for a mover, getting written estimates and avoiding verbal estimates, how to file loss and damage claims, pitfalls of hiring illegal operators, benefits of hiring licensed carriers, the concept and meaning of maximum rates and any other topic that the Commission's Consumer Services Division finds to be of significance, timely interest and consumer benefit.

**ISSUE #12. Loss and Damage Claims:**

- a. Should carriers be given a certain number of days to settle a loss and damage claim?

Parties agree that Item 92, Para. 15, as currently written, is sufficient and proper for handling of claims. The item is sufficient in its terms and conditions in that it allows reasonable time for the carrier to investigate and resolve typical claims, while at the same time allowing for monitored extensions of time to dispose of more difficult claims. The Commission has no jurisdiction over the actual settlement of claims for loss or damage. The present claims handling rule holds the carrier to a relatively strict process and time frame within which it must take affirmative action on a claim. In the event the carrier's disposition or handling of a claim is unsatisfactory to the shipper, the present rule does not prevent that shipper from pursuing other avenues of redress, such as arbitration or the courts, if necessary.

- b. Should carriers be allowed to charge shippers up to \$53.45 for the carrier to process a loss and damage claim through the carrier's insurance company?

Parties believe the question in Issue #12 b. mischaracterizes the application of Item 94 of MAX 4. Item 94, Claim Settlement Service Charge, is not a charge to the shipper; rather, it is a charge by the carrier to a third party assuming liability beyond that of the carrier's for a shipment when the carrier handles the resolution of a claim for an amount in excess of its responsibility under the terms of the Agreement For Service. Item 94 of MAX 4 is patterned after Item 200 of the interstate movers' tariff, #ICC HGB 400-series, published by the American Movers Conference, Household Goods Carriers' Bureau, Agent. Although the application of the item is infrequent and does not involve the shipper directly, the Parties believe and agree that it should remain in the tariff as a recognition and definition of the service and a statement of maximum charge for the service.

ISSUE #13. Arbitration: What arbitration program should the Commission undertake after the completion of the pilot program?

The pilot arbitration program was used only twice, both times at the order of the Commission. In no instance did a carrier and shipper volunteer to enter into arbitration while the program was in place. The American Arbitration Association (AAA) handled the pilot program and is still available if arbitration is desired by any party. It does not appear that the Commission itself should engage in arbitration facilitation, however, the Consumer Services Division in its contacts with complainants should inform those complainants that arbitration through the AAA is an option and assist with the process, if the complainant so desires.

ISSUE #14. Flight Carry: For consistency, should flight carry in all parts of MAX 4 be changed to conform with that in Item 140 for all pianos and organs not capable of being conveniently hand carried by one person (e.g. the first flight is 8 (rather than 7) but no more than 20 steps), or should Item 140 be changed?

The Parties agree that, for ease of reference between paragraph 2 and its applicable notes 4 and 5, paragraph 2 is to be amended by designating its two subparagraphs by the letters "a" and "b". Accordingly, paragraph 2 is to read as follows: (bold underscores are to indicate change only)

"2. Pipe Organs, Grand Pianos, Harpsichords and all other types of pianos and organs not capable of being conveniently hand carried by one person

(a) Inside a building or house:

First Flight ----- \$19.90 (See Notes 4 and 6.)

Each additional Flight -- \$10.00 (See Note

4.)

(b) Outside a building or house:

First Flight ----- \$19.90 (See Notes 5 and 6.)

Each additional Step ---- \$ 0.56"

With this change in place, the Parties address the specific issue by agreeing to changes in the Notes that apply to paragraph 2 of Item 140. Item 140's notes are consistent in their definitions of the lower limit of first flights, but they differ in their wording. The terms "over 7", "8" and "at least eight (8)" all say the same thing. The Parties agree that, for consistency in all definitions of first flight, the language, "at least eight (8)", is to be used. This requires changing NOTE 1, para. (a), from "... over 7 ..." to "... at least eight (8) ...", and NOTE 5, from "... 8 ..." to "at least eight (8) ...".

For clarification, and incorporating all of the above changes, Notes 1, 4 and 5 should read, in relevant part, as follows:

"NOTE 1: FLIGHT CARRY for shipments of goods other than those described in paragraph 2 means a carry involving:  
(a) a series of at least eight (8) but not over 20 stairway steps, except when inside a single dwelling;  
... ."

"NOTE 4: For shipments of goods described in paragraph 2(a) of this item ... ."

"NOTE 5: For shipments of goods described in paragraph 2(b) of this item the first flight outside a building or house shall consist of at least eight (8) but not more than 20 steps. ..."

ISSUE #15. The following items are proposed for adoption. Parties are invited to comment, but must provide specific rewording or program alternatives to support any changes. An alternative to an item proposed below must also be supported by addressing how the alternative meets the Commission's regulatory objectives for this industry (Decision 90-12-091, pp. 38-9; 38 CPUC 2d 559, 585), especially including consumer protection.

- a. The Consumer Protection and Waiver Attachment to the Agreement will be reworded as presented in Attachment H, with concurrent application of the protections or waivers;

1. **"IMPORTANT INFORMATION FOR PERSONS  
MOVING HOUSEHOLD GOODS" BOOKLET**

With respect to Attachment H, section I. 1. "Important Information For Persons Moving Household Goods" booklet, the Parties agree only in part to the language proposed by the ALJ. Results from the Safety & Enforcement Division's recent monitoring report on the household goods industry indicate that 19 percent of shippers who responded to the survey did not receive the booklet during the course of their moves.<sup>7</sup> The data suggests that there is a need for continued diligence and that enhanced measures may be necessary to ensure that the booklet is provided to shippers when required. The proposed language stating that the customer is eligible to receive \$100 from the mover if that mover does not ensure the customer has received the booklet will help accomplish that goal.

The Parties agree that the existing language in Item 450 is to be retained, with the addition of a revised acknowledgment block and a statement referring to the customer's eligibility for payment of \$100. Note that the Parties' language differs from that proposed in Issue #15 with respect to the payment of the \$100 in that it does not make it appear that the payment of the \$100 is related to the bill itself. This change was made in an attempt to mitigate possible problems upon delivery, when the customer might expect the driver delivering the shipment to effect such adjustment to the bill. It is carrier management, not the driver, that should have responsibility for such situations. The Parties agree that the delivery/payment transaction should be separate from the determination of and payment for the tariff violation.

The existing tariff language is clear and concise, imparting the information the Parties believe is necessary to bring the subject of the booklet to the attention of the customer. Moreover, the addition of the statement advising the shipper of the \$100

<sup>7</sup> Final Report on Maximum Rates for Household Goods Transportation, prepared by the Safety & Enforcement Division, May 3, 1996, p.15.

penalty payment is strong incentive to the carrier to ensure that the customer has received the booklet.

The Parties agree that MAX 4 Item 450 (Original Page 86), CONSUMER PROTECTIONS AND/OR WAIVERS section, is to be worded as follows: (bold underlined text indicates change from the ALJ's proposed language)

1. IMPORTANT INFORMATION BOOKLET

In accordance with the rules of the California Public Utilities Commission (CPUC), before your move, the carrier (the moving company) is required to ensure you (the shipper) have been given the booklet, Important Information for Persons Moving Household Goods. You may choose not to receive a booklet from this carrier if you previously received one from another source. You are entitled to payment of \$100 from your carrier if your carrier fails to ensure that you have received the booklet before starting your move.

Please initial below to acknowledge you have received the booklet from either your carrier or another source.

I have received the booklet \_\_\_\_\_ Date \_\_\_\_\_  
(initial)

2. MAXIMUM RATES

The Parties do not agree to the change proposed by the ALJ regarding the wording of this portion of the Consumer Protection and Waiver form. The Parties have addressed this subject in their response to Issue #5a(1) (third bullet), #5a(4) (second bullet) and #5a(7), above.

3. COVERAGE FOR LOSS AND DAMAGE:

The Parties agree to the ALJ's proposed changes, as stated in Attachment H, para. I. 3., except for the "VALUATION DECLARATION" section. The following is the language and document format agreed upon by the Parties: (Bracketed material indicates deletion from and bold, underlined indicates addition to text in original Attachment H, Page 3; in addition, the format of the VALUATION OPTIONS section has been changed, consolidating the options for transportation and SIT into one, smaller section.)

## VALUATION DECLARATION

Declare the value of your entire shipment below, in your own handwriting. You must enter \$0.60 per pound if that is the coverage you desire. You may enter a total dollar amount (e.g., \$1,000). If you fail to declare a value, coverage for loss and damage will be the Actual Cash Value up to \$20,000. You may be charged for all coverage provided other than coverage at 60 cents per pound.

Shipper hereby declares the value  
of the entire shipment to be

\$ \_\_\_\_\_  
(To be completed by shipper signing below.)

You MUST initial one [transportation] valuation option below [(plus one storage-in-transit option if you plan storage-in-transit)]. If you do not, your carrier will charge the rate per \$100 of declared value stated below, for the Actual Cash Value for the declared value you just entered (or if blank, \$20,000). If no rate per \$100 is stated, the rate is \$0 (zero) per \$100 (or fraction thereof) of declared value.

VALUATION OPTIONS	INITIAL YOUR CHOICE	VALUATION CHARGES (per \$100 of declared value)	
		TRANSPORTATION	STORAGE- IN-TRANSIT
Basic: 60 cents/lb/art.	_____	no add'l charge	no add'l charge
Actual Cash Value	_____	\$ _____ per \$100	\$ _____ per \$100
Full Value	_____	_____	_____
No deductible	_____	\$ _____ per \$100	\$ _____ per \$100
Deductible of \$250	_____	\$ _____ per \$100	\$ _____ per \$100
Deductible of \$500	_____	\$ _____ per \$100	\$ _____ per \$100

STORAGE-IN-TRANSIT VALUATION OPTIONS	INITIAL YOUR CHOICE	VALUATION CHARGE (per \$100 of declared value)
[Basic: 60 cents/lb/article	_____	no additional charge
[Actual Cash Value	_____	\$ _____ per \$100
[Full Value	_____	_____
[No deductible	_____	\$ _____ per \$100
[Deductible of \$250	_____	\$ _____ per \$100
[Deductible of \$500	_____	\$ _____ per \$100

## OPTIONAL: MINIMUM VALUATIONS BASED ON WEIGHT

VALUATION OPTIONS	PER POUND VALUATION MINIMUMS (a minimum \$ valuation per pound)
Basic: 60 cents/lb/article	not applicable
Actual Cash Value	\$ _____ per pound
Full Value Protection	\$ _____ per pound



As stated in our response to Issue #2.b (2), above, split-level valuation is not offered by carriers, since it leads to potential problems upon settlement of loss or damage claims. The problems arise due to difficulty in ascertaining when or where loss or damage occurred and, consequently, which level of valuation protection applied to the goods. The Parties agree that split-level valuation is not preferable and is not to be advertised as available on SIT shipments. Accordingly, we have deleted written material advertising or alluding to split-level coverage from the proposed Agreement and from the Important Information to Shippers booklet.

4. ADVANCE ISSUANCE OF AGREEMENT FOR MOVE:

The Parties agree to the ALJ's proposed changes, as stated in Attachment H, para. I. 4.

II. Revisions to the Important Information Booklet:

- b. No less than three days before the move begins the carrier must provide the shipper with either a completed Agreement (except for the ceiling price and final carrier signature) or a blank Agreement (so the shipper who elects to waive advance receipt of the Agreement can still see the other standard terms, conditions, and limitations printed on the Agreement and be informed of what items (e.g., written rate quotation) are being waived). The shipper's signature waiving advance receipt of the Agreement may be obtained on the day of the move, but issuance of a fully completed Agreement on the day of the move before the move begins -- including the ceiling price -- can never be waived;

The Parties agree to the Issue 15 b. proposal.

- c. The three-day requirements (for issuance of the Agreement or Estimate) shall be stated consistently in the tariff as "no less than" three days (e.g., the settlement provision for "... carriers who issue written estimates more than 3 days in advance ..." (Exhibit 105, p. 20, answer 13) will be rewritten);

The Parties agree to the Issue #15 c. proposal.

- d. The registered mail, return receipt requested, requirement for mailing of the Important Information Booklet when moves are arranged and confirmed by mail or telephone will be relaxed. We currently require the booklet to be provided (1) on the first in-person contact or (2) by registered mail with return receipt for a move arranged and confirmed by mail or telephone. The new requirement is to provide the booklet at the earlier of either (1) the first in-person contact or (2) when the Agreement is given to the shipper. If the Agreement is provided to the shipper by regular mail, the registered mail with return receipt requested requirement is relaxed to a requirement of delivery by regular mail, accompanied by the Agreement;

The Parties agree to the Issue #15 d. proposal.

- e. The Agreement for Service will be renamed: Agreement for Move;

The Parties agree that a document name change is in order. However, since household goods carriers' services entail more than just "moving", the Parties agree to rename the "Agreement for Service" to "Agreement for Moving Services". The Parties' title provides more complete and accurate information to the consumer of moving services by more appropriately describing the scope and purpose of the document.

Changes in document title are to be made in the following parts of MAX 4:

- Original page ii
- Original page iii
- Item 16, para. 4
- Item 28, para. 2(a)
- Item 88, para. 9(c)
- Item 100, para. 3
- Item 108, para. 2(a)(2)
- Item 120, para. 1 (text) and para. 1(h)(2)
- Item 128, Title and para. 1
- Item 132, para. 2
- Item 136, para. 3
- Item 440, page 81, (service dates section, near top of page)
- Item 440, page 82, (statement in bold type, near center, left)
- Item 450, Title, pages 84, 85 and 86
- Item 450, page 86, para. 4, Title and text
- Item 470, (see Appendices C and D of this Settlement Agreement)

- f. The Important Information Booklet will be reworded as shown in Attachment H, regarding shippers using the Commission's toll free phone number to call for any information about the maximum rate program and public information on carriers, not just to learn if the carrier is licensed.

As stated in Issue #5c, above (see), the Parties agree to public access to information about the maximum rate program and public information on carriers via the Commission's toll-free phone number. However, the Parties agree that information disclosed regarding individual carriers is to be restricted to that listed in Issue #5c. Specific language agreed upon by the Parties for the booklet in this regard is as shown in Appendix C, page 2.

**ITEMS ADDED BY THE SETTLING PARTIES (Issues #16 thru #19)**

**ISSUE #16.** Should the Commission allow computer-generated estimates, and, if so, what tariff changes, if any, are required?

The Parties agree that carriers should be allowed to make use of technology whereby they can issue on-the-spot, computer-generated Estimates, including Basis and Table of Measurements, as long as the tariff requirements pertaining to the documents are met. After a recent hands-on demonstration of an example of available technology and discussion on existing tariff rules, the Parties agree that the tariff requirement that certain headings be in red type are to be relaxed. The Parties agree that for the purpose of facilitating issuance of computer-generated Estimates, form titles otherwise required to be in red are to be allowed to be emphasized in bold type, larger than surrounding type, with underline and spatial setoff, so that the title is easily and readily identifiable. The form titles at issue are "ESTIMATED COST OF SERVICES", contained in MAX 4, Item 108, para. 1.(a), and "BASIS FOR CARRIER'S ESTIMATED COST OF SERVICES" found in Item 112, para. 2. These are the only items that require latitude.

MAX 4, Item 116, NOTE, already recognizes that the "Table of Measurements and Estimate" form may be prepared electronically and states that all requirements of the item must be met if such is the case. The Parties agree to add a similar note to each of the items directly affected by their agreement, as follows:

a) To Item 108, at end of para. 1.(b), add:

EXCEPTION to 1(b): Forms prepared or completed electronically on the job must meet all requirements of this item, except that the title, "ESTIMATED COST OF SERVICES", need not be in red letters. However, if red letters are not used, the title shall be in bold, underlined larger than type, underlined and set off from surrounding printed material so that it is easily identifiable and recognizable as the title of the document.

b) To Item 112, at end of para. 2, add:

EXCEPTION: Forms prepared or completed electronically on the job must meet all requirements of this item, except that the title, "BASIS FOR CARRIER'S ESTIMATED COST OF SERVICES", need not be in red letters. However, if red letters are not used, the title shall be in bold, underlined larger than type, double underlined and set off from surrounding printed material so that it is easily identifiable and recognizable as the title of the document.

The Parties believe that the color requirement is for the purpose of emphasizing the titles of the documents at issue. We also believe that it is achieving the emphasis, not the color of the typeface, that is important. The above amended language will serve the goal of information emphasis for the consumer; it will at the same time foster greater efficiency of operation for carriers, with potential savings for the shipping public.

ISSUE #17. Changes to be made in MAX 4 tariff items regarding carrier liability for loss and damage:

The Parties agree to the following changes in MAX 4 for clarity and accuracy of content.

[Bracketed] material indicates deletion, bold underline indicates addition.

a) Item 136, DECLARATION OF VALUE -- VALUATION RATES

1) Paragraph 2 is to be amended to read as follows:

2. Unless shipper expressly declares a value other than \$20,000 for the shipment, carrier's maximum liability for (loss and damage) lost and damaged articles in a shipment shall be up to \$20,000 of actual cash value.

2) NOTE 5 is to be amended to read as follows:

NOTE 5: When shipper presents a properly documented claim for (loss or nondelivery of) lost or non-delivered article(s) and the investigation establishes the carrier's liability for the (loss or nondelivery) lost or non-delivered article(s), no deductible shall apply.

b) Item 470, Original Page 95, first paragraph, is to be amended to read as follows:

PROTECTING YOUR GOODS

Already included in the carrier's rates is protection against possible (loss or damage) lost or damaged articles at \$0.60 per pound per article. You may choose to purchase additional protection and set the value on your belongings for an amount that makes you comfortable. Be sure to check any insurance policies you may have before paying for additional protection. If you are unsure, call your insurance agent.

c) Item 470, Original Page 96, paragraph b., is to be amended to read as follows:

b. Actual Cash Value protection ensures recovery at the actual cash value (i.e., fair market value) of your lost or damaged item(s), up to the total value you declare. [If you order storage-in-transit, you may choose this level of protection while your goods are stored.] The carrier may charge for actual cash value protection, and will state the rate on the Agreement.

- d) Item 470, Original Page 96, first paragraph c., is to be amended to read as follows:

c. Full Value protection ensures recovery at the full value of your lost or damaged item (replacement value), up to the total value you declare. The carrier may offer deductibles in combination with full value protection. [You are only responsible for deductibles when loss is NOT caused by carrier.] You are responsible for deductibles unless an item is lost by the mover; refer to section on Limitations on the Carrier's Liability. [If you order storage-in-transit, you may choose this level of protection while your goods are stored.] The carrier may charge for full value protection, and will state the rate on the Agreement.

- e) Item 470, Original Page 96, is to be further amended to read as follows:

#### LIMITATIONS ON THE CARRIER'S LIABILITY

The carrier is not liable in a claim for loss or damage to articles in the following situations:

- a. change in condition or flavor of perishables;

#### ISSUE #18. Handling and Staffing of the Commission's 800 Phone Line

This issue is related to Issues #5.c. and #11 as those issues pertain to inquiries from consumers and information dispensed to the public by the Commission staff. The Parties have agreed that information that will assist consumers of moving services in making a choice of carrier should be made available via the Commission's 800 phone number. The agreement is conditioned on two points: 1) that the information on individual carriers be limited to that deemed public information, as specified in the Parties' response to #5.c., and 2) that Commission staff charged with giving the information be trained and knowledgeable about all aspects of HHG transportation.

As the Commission enters the preliminary stages of its Vision 2000 Reorganization, the Parties want to ensure that the function of public contact via the 800 number be maintained at a high standard. In addition, if there is increased outreach by more widespread advertising of the Commission's 800 number, (see the Parties' response to Issue #11.b.) there may be times when several staff members are required to respond to public inquiries at a given time, some of who may not now have in-depth familiarity with HHG transportation. The Parties agree that all staff handling inquiries from the public about the Commission's regulatory program governing HHG carriers and/or the complaint or disciplinary record of individual HHG carriers must be knowledgeable about the rules and regulations applicable to HHG transportation. The staff person or persons giving such information to the public should be specifically designated for that duty, which need not be that person's only duty, and be trained and qualified to respond to questions about the Commission's program of regulation of HHG carriers and about information that may be released to the public about individual carriers. Assigned staff must be competent to impart knowledge and advice with respect to the following:

1. Maximum rate concept and rules;
2. Pricing rules and restrictions;
3. HHG carrier shipment documentation forms and rules;
4. Estimating forms and rules;
5. Shipment valuation options and rules;
6. Loss and damage claims rules;
7. The informal complaint process;
8. The nature of offenses (complaints and related Commission rule violations) that can apply to HHG carriers;
9. HHG Carrier licensing procedures;
10. The problems associated with hiring unlicensed carriers.

Management should determine the necessary training and means of assessing the qualifications of staff assigned to public information dissemination.

**ISSUE #19. Modifications to MAX 4 as a Result of Passage  
of the ICC Termination Act of 1995**

The federal ICC Termination Act of 1995 (the Act) terminated the Interstate Commerce Commission, amended numerous federal laws relating to surface transportation within the United States and preempted state regulation of rates, routes and services of intrastate highway transportation, except for transportation of household goods. However, in doing so, Section 13102(10) of the Act changed the federal definition of "household goods" to include only residential property and personal effects. Consequently, what remains for the states is the ability to regulate only that transportation that involves movement of residential property and personal effects.

MAX 4 governs the transportation of used household goods within the state of California. The tariff's provisions apply to residential moves and office, store and institutional moves (see tariff Title and Item 12 and Item 116). Since the Act preempts the Commission's regulation of all but residential moves, the provisions of MAX 4 pertaining to office, store and institutional moves are moot and should be deleted. Therefore, the Parties have determined and agree to the following necessary modifications to MAX 4:



- a) The title on the title page is to be amended to delete the words, "... AND OFFICE, STORE AND INSTITUTIONAL FURNITURE, FIXTURES AND EQUIPMENT ...". Accordingly, the title is to read:

MAXIMUM RATE TARIFF 4  
(Cancels Minimum Rate Tariff 4-C)

NAMING  
MAXIMUM RATES AND RULES  
FOR THE  
TRANSPORTATION OF USED PROPERTY, NAMELY:

HOUSEHOLD GOODS AND PERSONAL EFFECTS

OVER THE PUBLIC HIGHWAYS  
WITHIN THE STATE OF CALIFORNIA

BY

HOUSEHOLD GOODS CARRIERS

- b) Item 12, paragraph 1(b) is to be deleted in its entirety. The paragraph refers to office and store fixtures and equipment and no longer applies.
- c) Item 116, EXCEPTION, is to be deleted, as is the reference to it immediately preceding paragraph 1 of the item. The exception refers to office and store fixtures and equipment and is unnecessary.

Settlement Agreement  
I. 89-11-003  
Phase III

# **APPENDIX A**

**DEVELOPMENT OF MAXIMUM RATE**

**ESCALATION FACTOR**

**FOR**

**MAXIMUM RATE TARIFF 4**

**GOVERNING TRANSPORTATION OF**

**HOUSEHOLD GOODS WITHIN CALIFORNIA**

**APPENDIX A**

**HOUSEHOLD GOODS PRICE INDEX ADJUSTMENT MECHANISM**  
**AGREEMENT OF THE SETTLING PARTIES**

Line	Year	Trucking * Output per Employee	Trucking * Output Change (%)	CPI Percent Change	Difference Cost - Productivity
		(A)	(B)	(C)	(D) = (C) - (B)
1	1970	60.1	-	-	-
2	1971	63.8	6.2	4.3	-1.9
3	1972	68.1	6.7	3.3	-3.4
4	1973	69.5	2.1	6.2	4.1
5	1974	67.2	-3.3	11.0	14.3
6	1975	64.2	-4.5	9.1	13.6
7	1976	72.2	12.5	5.8	-6.7
8	1977	71.9	-0.4	6.5	6.9
9	1978	82.9	15.3	7.6	-7.7
10	1979	83.9	1.2	11.5	10.3
11	1980	77.5	-7.6	13.5	21.1
12	1981	83.6	7.9	10.2	2.3
13	1982	77.7	-7.1	6.0	13.1
14	1983	94.3	21.4	3.0	-18.4
15	1984	97.3	3.2	3.5	0.3
16	1985	93.8	-3.6	3.5	7.1
17	1986	96.8	3.2	1.6	-1.6
18	1987	100.0	3.3	3.6	0.3
19	1988	105.2	5.2	4.0	-1.2
20	1989	109.4	4.0	4.8	0.8
21	<b>Total</b>		65.6	119.0	53.4
22	<b>Count</b>		19	19	19
23	<b>Average</b>		3.45	6.26	2.81
24	<b>Modified Average **</b>		2.07	6.26	4.19
25					
26	<b>Unmodified Adjustment Factor (L. 23, Col. D / Col. C)</b>				0.449
27					
28	<b>Modified Adjustment Factor ** (L. 24, Col. D / Col. C)</b>				0.669

\* All interstate trucking.

\*\* Assuming HHG Carrier productivity @ 60% of all interstate trucking productivity.

Source: U.S. Bureau of Labor Statistics.

Settlement Agreement  
I. 89-11-003  
Phase III

## **APPENDIX B**

**CORRECTION TO HOURLY MAXIMUM RATES**

**IN MAXIMUM RATE TARIFF 4**

**ITEM 320**

**FOR VAN & DRIVER ONLY**

Settlement Agreement  
I. 89-11-003  
Phase III

## APPENDIX B

### SUMMARY TABLE

Maximum Rate  
Correction calculation to account for error  
in original MRT 4-C rate development  
for

### VAN & DRIVER ONLY

(See attached Tables 1, 2 and 3, ref. below)

Terr.	Rate Applic.	Current MAX 4 * (\$ per hour)	Correction Factor (Pct)	Correction Factor (Dollars)	Correct MAX 4 (\$ per hour)
A	1 Straight Time	76.45	2.17%	1.60	73.85
	2 Time-and-a-half	97.90	1.66%	1.60	96.30
	3 Double Time	120.20	1.35%	1.60	118.60
B	1 Straight Time	72.20	2.50%	1.75	70.45
	2 Time-and-a-half	91.80	1.96%	1.75	90.05
	3 Double Time	111.35	1.61%	1.75	109.60
C	1 Straight Time	62.00	2.47%	1.50	60.50
	2 Time-and-a-half	79.00	2.00%	1.55	77.45
	3 Double Time	95.90	1.58%	1.50	94.40

\* Current rates effective January 10, 1996.

#### Source of corrections:

Straight Time ..... Tables 1-A, 1-B and 1-C, attached  
Time-and-a-half .... Tables 2-A, 2-B and 2-C, attached  
Double Time ..... Tables 3-A, 3-B and 3-C, attached

**APPENDIX D**

**TABLE 1-A**

**DEVELOPMENT AND CORRECTION OF MAXIMUM RATES  
FROM  
HISTORICAL COST PER REVENUE HOUR  
FOR HOUSEHOLD GOODS TRANSPORTATION SERVICE**

**AT STRAIGHT TIME**

**TERRITORY A**

Line No	Description	EQUIPMENT TYPE		
		2-Axle Truck	2-Axle Trac & Trailer	
(1)		(2)	(3)	
<b>VEHICLE WITH DRIVER &amp; HELPER</b>				
	(Weights should be =	80%	20%	
1	Vehicle Fixed Cost	T4 (2)8(5)+(8)X16	7,325	13,114
2	Vehicle Running Cost	T5 (2)8(3)+(4)X9	2,259	2,667
3	Driver Cost	T1 (2)X10	18,262	18,262
4	Helper Cost	T1 (3)X10	16,401	16,401
5	Total Direct Cost	(L1 thru L4)	44,247	50,444
6	Indirect Cost	Line 5 x 0.5625	24,889	28,375
7	Total Cost (Direct + Indirect)	(L5 plus L6)	69,136	78,819
8	Cost @ 100 O.R.	Line 7 / 0.9870	70,047	79,857
	(MRT 4-C rate @ 80/20 weighing	= 77.50 )	times	1.427 = MAX 4 rate = \$110.60
<b>VEHICLE WITH DRIVER</b>				
	(Weights should be =	90%	10%	
9	Vehicle Fixed Cost	Line 1	7,325	13,114
10	Vehicle Running Cost	Line 2	2,259	2,667
11	Driver Cost	Line 3	18,262	18,262
12	Total Direct Cost	(L9 thru L11)	27,846	34,043
13	Indirect Cost	Line 12 x 0.5625	15,663	19,149
14	Total Cost (Direct + Indirect)	(L12 plus L13)	43,509	53,192
15	Cost @ 100 O.R.	Line 14 / 0.9870	44,082	53,892
	MRT 4-C WAS IN ERROR for Van + f....	Rate calc @ 80/20	49.55	
	The correct rate SHOULD have been....	Rate calc @ 90/10	48.50	
	Original erroneous rate multiplied by	1.427 = MAX 4 rate	=	\$70.70
	Correct rate multiplied by	1.427 = Should be	=	\$69.20
		Pct error	=	2.17%
<b>EXTRA HELPER</b>				
16	Direct Cost	T1 (4)X10	16,401	
17	Indirect Cost	Line 16 x 0.5625	9,226	
18	Total Cost (Direct + Indirect)	(L16 plus L17)	25,627	
19	Cost @ 100 O.R.	Line 18 / 0.9870	25,965	
	(MRT 4-C rate =	27.65 )	X	1.427 = MAX 4 rate = \$39.90
<b>PACKING AND UNPACKING LABOR</b>				
20	Direct Cost	Line 11	18,262	
21	Indirect Cost	Line 20 x 0.5625	10,272	
22	Total Cost (Direct + Indirect)	(L20 plus L21)	28,535	
23	Cost @ 100 O.R.	Line 22 / 0.9870	28,910	
	(MRT 4-C rate =	31.10 )	X	1.427 = MAX 4 rate = \$44.43

\* Original MAX 4 rates, effective November 1, 1992  
Source of cost data: D 87-01-068 and D 87-09-045

**APPENDIX B**

**TABLE 1-B**

**DEVELOPMENT AND CORRECTION OF MAXIMUM RATES  
FROM  
HISTORICAL COST PER REVENUE HOUR  
FOR HOUSEHOLD GOODS TRANSPORTATION SERVICE**

**AT STRAIGHT TIME**

**TERRITORY B**

Line No	Description	EQUIPMENT TYPE		
		2-Axe Truck	2-Axe Trac & Trailer	
(1)		(2)	(3)	
<b>VEHICLE WITH DRIVER &amp; HELPER</b>				
		(Weights should be = 80% 20%)		
1	Vehicle Fixed Cost	T4 (3)&(6)+(9)L16	8.143	14.550
2	Vehicle Running Cost	T5 (2)&(3)+(4)L9	2.259	2.667
3	Driver Cost	T2 (2)L10	16.061	16.061
4	Helper Cost	T2 (3)L10	14.134	14.134
5	Total Direct Cost	(L1 thru L4)	40.598	47.412
6	Indirect Cost	Line 5 x 0.5625	22.837	26.669
7	Total Cost (Direct + Indirect)	(L5 plus L6)	63.435	74.081
8	Cost @ 100 O.R.	Line 7 / 0.9870	64.270	75.057
		(MRT 4-C rate @ 80/20 weighting = 71.50 )	Times	1.427 = MAX 4 rate = \$102.05
<b>VEHICLE WITH DRIVER</b>				
		(Weights should be = 90% 10%)		
9	Vehicle Fixed Cost	Line 1	8.143	14.550
10	Vehicle Running Cost	Line 2	2.259	2.667
11	Driver Cost	Line 3	16.061	16.061
12	Total Direct Cost	(L9 thru L11)	26.464	33.278
13	Indirect Cost	Line 12 x 0.5625	14.886	18.719
14	Total Cost (Direct + Indirect)	(L12 plus L13)	41.350	51.996
15	Cost @ 100 O.R.	Line 14 / 0.9870	41.895	52.681
		MRT 4-C WAS IN ERROR for Van + 1....	Rate calc @ 80/20	47.40
		The correct rate SHOULD have been...	Rate calc @ 90/10	46.25
		Original erroneous rate multiplied by	1.427 = MAX 4 rate	= \$67.65
		Correct rate multiplied by	1.427 = Should be	= \$66.00
			Pct error	= 2.50%
<b>EXTRA HELPER</b>				
16	Direct Cost	T2 (4)L10	14.134	
17	Indirect Cost	Line 16 x 0.5625	7.951	
18	Total Cost (Direct + Indirect)	(L16 plus L17)	22.085	
19	Cost @ 100 O.R.	Line 18 / 0.9870	22.376	
		(MRT 4-C rate = 24.10 )	X	1.427 = MAX 4 rate = \$34.40
<b>PACKING AND UNPACKING LABOR</b>				
20	Direct Cost	Line 11	16.061	
21	Indirect Cost	Line 20 x 0.5625	9.035	
22	Total Cost (Direct + Indirect)	(L20 plus L21)	25.096	
23	Cost @ 100 O.R.	Line 22 / 0.9870	25.427	
		(MRT 4-C rate = 27.35 )	X	1.427 = MAX 4 rate = \$39.05

\* Original MAX 4 rates, effective November 1, 1992  
Source of cost data: D 87-01-066 and D 87-09-045

**APPENDIX B**

**TABLE 1-C**

**DEVELOPMENT AND CORRECTION OF MAXIMUM RATES  
FROM  
HISTORICAL COST PER REVENUE HOUR  
FOR HOUSEHOLD GOODS TRANSPORTATION SERVICE**

**AT STRAIGHT TIME**

**TERRITORY C**

Line No	Description	EQUIPMENT TYPE		
		2-Axle Truck	2-Axle Tractor & Trailer	
(1)		(2)	(3)	
<b>VEHICLE WITH DRIVER &amp; HELPER</b>				
	(Weights should be =	80%	20%	
1	Vehicle Fixed Cost	T4 (4)&(7)+(10)&L13	6 592	11 828
2	Vehicle Running Cost	T5 (2)&(3)+(4)&L9	2 259	2 667
3	Driver Cost	T3 (2)&L10	13 901	13 901
4	Helper Cost	T3 (3)&L10	12 561	12 561
5	Total Direct Cost	(L1 thru L4)	35 314	40 957
6	Indirect Cost	Line 5 x 0.5625	19 864	23 038
7	Total Cost (Direct + Indirect)	(L5 plus L6)	55 177	63 996
8	Cost @ 100 O.R.	Line 7 / 0.9870	55 904	64 839
(MRT 4-C rate @ 80/20 weighting = 62.10 ) times 1.427 = MAX 4 rate = \$89.60				
<b>VEHICLE WITH DRIVER</b>				
	(Weights should be =	90%	10%	
9	Vehicle Fixed Cost	Line 1	6 592	11 828
10	Vehicle Running Cost	Line 2	2 259	2 667
11	Driver Cost	Line 3	13 901	13 901
12	Total Direct Cost	(L9 thru L11)	22 752	28 396
13	Indirect Cost	Line 12 x 0.5625	12 798	15 973
14	Total Cost (Direct + Indirect)	(L12 plus L13)	35 551	44 369
15	Cost @ 100 O.R.	Line 14 / 0.9870	36 019	44 953
MRT 4-C WAS IN ERROR for Van + 1... Rate calc @ 80/20 ..... 40.70				
The correct rate SHOULD have been... Rate calc @ 90/10 ..... 39.75				
Original erroneous rate multiplied by 1.427 = MAX 4 rate = \$58.10				
Correct rate multiplied by 1.427 = Should be = \$56.70				
<b>EXTRA HELPER</b>				
16	Direct Cost	T3 (4)&L10	12 561	
17	Indirect Cost	Line 16 x 0.5625	7 066	
18	Total Cost (Direct + Indirect)	(L16 plus L17)	19 627	
19	Cost @ 100 O.R.	Line 18 / 0.9870	19 885	
(MRT 4-C rate = 21.40 ) X 1.427 = MAX 4 rate = \$30.55				
(With Base Wage increased to regular Helper level)				
<b>PACKING AND UNPACKING LABOR</b>				
20	Direct Cost	Line 11	13 901	
21	Indirect Cost	Line 20 x 0.5625	7 819	
22	Total Cost (Direct + Indirect)	(L20 plus L21)	21 720	
23	Cost @ 100 O.R.	Line 22 / 0.9870	22 006	
(MRT 4-C rate = 23.70 ) X 1.427 = MAX 4 rate = \$33.80				

DEVELOPMENT OF  
ORIGINAL MAXIMUM RATES\*  
AND CORRECTION OF ERROR  
IN CALCULATION OF RATE  
FOR VAN AND DRIVER ONLY

Pct error = 2.47%

\* Original MAX 4 rates, effective November 1, 1992  
Source of cost data: D 87-01-066 and D 87-09-045



**APPENDIX B**

**TABLE 2-A**

**DEVELOPMENT AND CORRECTION OF MAXIMUM RATES  
FROM  
HISTORICAL COST PER REVENUE HOUR  
FOR HOUSEHOLD GOODS TRANSPORTATION SERVICE**

**AT TIME-AND-A-HALF**

**TERRITORY A**

Line No	Description	EQUIPMENT TYPE		
		2-Axle Truck	2-Axle Trac & Trailer	
(1)		(2)	(3)	
<b>VEHICLE WITH DRIVER &amp; HELPER</b>				
		(Weights should be = 80% 20%)		
1	Vehicle Fixed Cost	T4 (2) & (5) + (8) x L16	7,325	13,114
2	Vehicle Running Cost	T5 (2) & (3) + (4) x L9	2,259	2,667
3	Driver Cost	T1 (2) x L10	26,875	26,875
4	Helper Cost	T1 (3) x L10	23,896	23,896
5	Total Direct Cost	(L1 thru L4)	60,355	66,551
6	Indirect Cost	Line 5 x 0.5625	33,949	37,435
7	Total Cost (Direct + Indirect)	(L5 plus L6)	94,304	103,986
8	Cost @ 100 O.R.	Line 7 / 0.9870	95,546	105,356
(Cost - Rate calc @ 80/20 weighting = 104.95 ) times 1.427 = MAX 4 rate = \$149.75				
<b>VEHICLE WITH DRIVER</b>				
		(Weights should be = 90% 10%)		
9	Vehicle Fixed Cost	Line 1	7,325	13,114
10	Vehicle Running Cost	Line 2	2,259	2,667
11	Driver Cost	Line 3	26,875	26,875
12	Total Direct Cost	(L9 thru L11)	36,459	42,655
13	Indirect Cost	Line 12 x 0.5625	20,508	23,994
14	Total Cost (Direct + Indirect)	(L12 plus L13)	56,966	66,649
15	Cost @ 100 O.R.	Line 14 / 0.9870	57,717	67,527
MRT 4-C WAS IN ERROR for Van + 1 --- Rate calc @ 80/20 --- 64.25				
Time-and-a-half WOULD have been --- Rate calc @ 90/10 --- 63.20				
Original erroneous rate multiplied by 1.427 = MAX 4 rate = \$91.70				
Correct rate multiplied by 1.427 = Should be = \$90.20				
<b>EXTRA HELPER</b>				
16	Direct Cost	T1 (4) x L10	23,896	
17	Indirect Cost	Line 16 x 0.5625	13,442	
18	Total Cost (Direct + Indirect)	(L16 plus L17)	37,338	
19	Cost @ 100 O.R.	Line 18 / 0.9870	37,829	
(Cost - Rate calculation = 40.70 ) X 1.427 = MAX 4 rate = \$58.10				
<b>PACKING AND UNPACKING LABOR</b>				
20	Direct Cost	Line 11	26,875	
21	Indirect Cost	Line 20 x 0.5625	15,117	
22	Total Cost (Direct + Indirect)	(L20 plus L21)	41,992	
23	Cost @ 100 O.R.	Line 22 / 0.9870	42,545	
(Cost - Rate calculation = 45.80 ) X 1.427 = MAX 4 rate = \$65.35				

DEVELOPMENT OF  
ORIGINAL MAXIMUM RATES \*  
AND CORRECTION OF ERROR  
IN CALCULATION OF RATE  
FOR VAN AND DRIVER ONLY

Pct error = 1.66%

\* Original MAX 4 rates, effective November 1, 1992  
Source of cost data: D 87-01-066 and D 87-09-045

**APPENDIX B**

**TABLE 2-B**

DEVELOPMENT AND CORRECTION OF MAXIMUM RATES  
FROM  
HISTORICAL COST PER REVENUE HOUR  
FOR HOUSEHOLD GOODS TRANSPORTATION SERVICE

**AT TIME-AND-A-HALF 1**

**TERRITORY B**

Line No	Description	EQUIPMENT TYPE		
		2-Axle Truck	2-Axle Trac & Trailer	
(1)		(2)	(3)	
<b>VEHICLE WITH DRIVER &amp; HELPER</b>				
		(Weights should be = 80% 20%)		
1	Vehicle Fixed Cost	T4 (3)&(6)+(9)xL16	8 143	14 550
2	Vehicle Running Cost	T5 (2)&(3)+(4)xL9	2 259	2 667
3	Driver Cost	T2 (2)xL10	23 596	23 596
4	Helper Cost	T2 (3)xL10	20 527	20 527
5	Total Direct Cost	(L1 thru L4)	54 525	61 339
6	Indirect Cost	Line 5 x 0.5625	30 670	34 503
7	Total Cost (Direct + Indirect)	(L5 plus L6)	85 195	95 842
8	Cost @ 100 O.R.	Line 7 / 0.9870	86 318	97 104
( Cost - Rate calc @ 80/20 weighting = 95.25 ) times 1.427 = MAX 4 rate = \$135.90				
<b>VEHICLE WITH DRIVER</b>				
		(Weights should be = 90% 10%)		
9	Vehicle Fixed Cost	Line 1	8 143	14 550
10	Vehicle Running Cost	Line 2	2 259	2 667
11	Driver Cost	Line 3	23 596	23 596
12	Total Direct Cost	(L9 thru L11)	33 998	40 812
13	Indirect Cost	Line 12 x 0.5625	19 124	22 957
14	Total Cost (Direct + Indirect)	(L12 plus L13)	53 122	63 769
15	Cost @ 100 O.R.	Line 14 / 0.9870	53 822	64 608
MRT 4-C WAS IN ERROR for Van + 1... Rate calc @ 80/20 ..... 60.25				
Time-and-a-half WOULD have been..... Rate calc @ 90/10 ..... 59.10				
Original erroneous rate multiplied by 1.427 = MAX 4 rate = \$86.00				
Correct rate multiplied by 1.427 = Should be = \$84.35				
<b>EXTRA HELPER</b>				
16	Direct Cost	T2 (4)xL10	20 527	
17	Indirect Cost	Line 16 x 0.5625	11 546	
18	Total Cost (Direct + Indirect)	(L16 plus L17)	32 073	
19	Cost @ 100 O.R.	Line 18 / 0.9870	32 495	
(Cost - Rate calculation = 35.00 ) X 1.427 = MAX 4 rate = \$49.95				
<b>PACKING AND UNPACKING LABOR</b>				
20	Direct Cost	Line 11	23 596	
21	Indirect Cost	Line 20 x 0.5625	13 273	
22	Total Cost (Direct + Indirect)	(L20 plus L21)	36 868	
23	Cost @ 100 O.R.	Line 22 / 0.9870	37 354	
(Cost - Rate calculation = 40.20 ) X 1.427 = MAX 4 rate = \$57.35				

DEVELOPMENT OF  
ORIGINAL MAXIMUM RATES \*  
AND CORRECTION OF ERROR  
IN CALCULATION OF RATE  
FOR VAN AND DRIVER ONLY

\* Original MAX 4 rates, effective November 1, 1992  
Source of cost data: D 87-01-066 and D 87-09-045

APPENDIX B

TABLE 2-C

DEVELOPMENT AND CORRECTION OF MAXIMUM RATES  
FROM  
HISTORICAL COST PER REVENUE HOUR  
FOR HOUSEHOLD GOODS TRANSPORTATION SERVICE

AT TIME AND A HALF

TERRITORY C

Line No	Description	EQUIPMENT TYPE		
		2-Axle Truck	2-Axle Trac & Trailer	
(1)		(2)	(3)	
<b>VEHICLE WITH DRIVER &amp; HELPER</b>				
		(Weights should be = 80% 20%)		
1	Vehicle Fixed Cost	T4 (4)(7)+(10)(13) 6 592	11 828	
2	Vehicle Running Cost	T5 (2)(3)+(4)(9) 2 259	2 667	
3	Driver Cost	T3 (2)(10) 20 437	20 437	
4	Helper Cost	T3 (3)(10) 18 278	18 278	
5	Total Direct Cost	(L1 thru L4) 47 567	53 211	
6	Indirect Cost	Line 5 x 0.5625 26 756	29 931	
7	Total Cost (Direct + Indirect)	(L5 plus L6) 74 324	83 142	
8	Cost @ 100 O.R.	Line 7 / 0.9870 75 303	84 237	
	(Cost - Rate calc @ 80/20 weighting	= 83.00	times	1.427 = MAX 4 rate = \$118.45
<b>VEHICLE WITH DRIVER</b>				
		(Weights should be = 90% 10%)		
9	Vehicle Fixed Cost	Line 1 6 592	11 828	
10	Vehicle Running Cost	Line 2 2 259	2 667	
11	Driver Cost	Line 3 20 437	20 437	
12	Total Direct Cost	(L9 thru L11) 29 289	34 932	
13	Indirect Cost	Line 12 x 0.5625 16 475	19 850	
14	Total Cost (Direct + Indirect)	(L12 plus L13) 45 764	54 582	
15	Cost @ 100 O.R.	Line 14 / 0.9870 46 366	55 301	
	MRT 4-C WAS IN ERROR for Van + 1	Rate calc @ 80/20	51.85	
	Time-and-a-half WOULD have been	Rate calc @ 90/10	50.85	
	Original erroneous rate multiplied by	1.427 = MAX 4 rate	= \$74.00	
	Correct rate multiplied by	1.427 = Should be	= \$72.55	
			Pct error = 2.00%	
<b>EXTRA HELPER</b>				
16	Direct Cost	T3 (4)(10) 18 278		
17	Indirect Cost	Line 16 x 0.5625 10 282		
18	Total Cost (Direct + Indirect)	(L16 plus L17) 28 560		
19	Cost @ 100 O.R.	Line 18 / 0.9870 28 935		
	(Cost - Rate calculation =	31.15	X	1.427 = MAX 4 rate = \$44.45
<b>PACKING AND UNPACKING LABOR</b>				
20	Direct Cost	Line 11 20 437		
21	Indirect Cost	Line 20 x 0.5625 11 496		
22	Total Cost (Direct + Indirect)	(L20 plus L21) 31 933		
23	Cost @ 100 O.R.	Line 22 / 0.9870 32 354		
	(Cost - Rate calculation =	34.85	X	1.427 = MAX 4 rate = \$49.75

\* Original MAX 4 rates, effective November 1, 1992  
Source of cost data D 87-01-066 and D 87-09-045

**APPENDIX B**

**TABLE 3-A**

**DEVELOPMENT AND CORRECTION OF MAXIMUM RATES  
FROM  
HISTORICAL COST PER REVENUE HOUR  
FOR HOUSEHOLD GOODS TRANSPORTATION SERVICE**

**AT DOUBLE TIME**

**TERRITORY A**

Line No	Description	EQUIPMENT TYPE		
		2-Axle Truck	2-Axle Trac & Trailer	
(1)		(2)	(3)	
<b>VEHICLE WITH DRIVER &amp; HELPER</b>				
	(Weights should be =	80%	20%	
1	Vehicle Fixed Cost T4 (2)&(5)+(8)xL16	7,325	13,114	
2	Vehicle Running Cost T5 (2)&(3)+(4)xL9	2,259	2,667	
3	Driver Cost T1 (2)xL10	35,487	35,487	
4	Helper Cost T1 (3)xL10	31,391	31,391	
5	Total Direct Cost (L1 thru L4)	76,462	82,659	
6	Indirect Cost Line 5 x 0.5625	43,010	46,495	
7	Total Cost (Direct + Indirect) (L5 plus L6)	119,472	129,154	
8	Cost @ 100 O.R. Line 7 / 0.9870	121,045	130,855	
(Cost - Rate calc @ 80/20 weighting = 132.40 ) times 1.427 = MAX 4 rate = \$188.95				
<b>VEHICLE WITH DRIVER</b>				
	(Weights should be =	90%	10%	
9	Vehicle Fixed Cost Line 1	7,325	13,114	
10	Vehicle Running Cost Line 2	2,259	2,667	
11	Driver Cost Line 3	35,487	35,487	
12	Total Direct Cost (L9 thru L11)	45,071	51,268	
13	Indirect Cost Line 12 x 0.5625	25,352	28,838	
14	Total Cost (Direct + Indirect) (L12 plus L13)	70,424	80,106	
15	Cost @ 100 O.R. Line 14 / 0.9870	71,351	81,161	
MRT 4-C WAS IN ERROR for Van + 1... Rate calc @ 80/20 ..... 78.90				
Double Time WOULD have been... Rate calc @ 90/10 ..... 77.85				
Original erroneous rate multiplied by 1.427 = MAX 4 rate = \$112.60				
Correct rate multiplied by 1.427 = Should be = \$111.10				
<b>EXTRA HELPER</b>				
16	Direct Cost T1 (4)xL10	31,391		
17	Indirect Cost Line 16 x 0.5625	17,657		
18	Total Cost (Direct + Indirect) (L16 plus L17)	49,048		
19	Cost @ 100 O.R. Line 18 / 0.9870	49,694		
(Cost - Rate calculation = 53.50 ) X 1.427 = MAX 4 rate = \$76.35				
<b>PACKING AND UNPACKING LABOR</b>				
20	Direct Cost Line 11	35,487		
21	Indirect Cost Line 20 x 0.5625	19,962		
22	Total Cost (Direct + Indirect) (L20 plus L21)	55,449		
23	Cost @ 100 O.R. Line 22 / 0.9870	56,179		
(Cost - Rate calculation = 60.45 ) X 1.427 = MAX 4 rate = \$86.25				

DEVELOPMENT OF  
ORIGINAL MAXIMUM RATES \*  
AND CORRECTION OF ERROR  
IN CALCULATION OF RATE  
FOR VAN AND DRIVER ONLY

Pct error = 1.35%

\* Original MAX 4 rates, effective November 1, 1992  
Source of cost data: D 87-01-066 and D 87-09-045

**APPENDIX B**

**TABLE 3-B**

**DEVELOPMENT AND CORRECTION OF MAXIMUM RATES  
FROM  
HISTORICAL COST PER REVENUE HOUR**

**FOR HOUSEHOLD GOODS TRANSPORTATION SERVICE**

**AT DOUBLE TIME**

**TERRITORY 8**

Line No	Description	EQUIPMENT TYPE		
		2-Axe Truck	2-Axe Trac & Trailer	
(1)		(2)	(3)	
<b>VEHICLE WITH DRIVER &amp; HELPER</b>				
	(Weights should be =	80%	20%)	
1	Vehicle Fixed Cost	T4 (3)&(5)+(9)x16	8 143	14 550
2	Vehicle Running Cost	T5 (2)&(3)+(4)x9	2 259	2 667
3	Driver Cost	T2 (2)x10	31 130	31 130
4	Helper Cost	T2 (3)x10	26 919	26 919
5	Total Direct Cost	(L1 thru L4)	68 452	75 265
6	Indirect Cost	Line 5 x 0.5625	38 504	42 337
7	Total Cost (Direct + Indirect)	(L5 plus L6)	106 956	117 602
8	Cost @ 100 O.R.	Line 7 / 0.9870	108 365	119 151
( Cost - Rate calc @ 80/20 weighting = 118.95 ) times 1.427 = MAX 4 rate = \$169.75				
<b>VEHICLE WITH DRIVER</b>				
	(Weights should be =	90%	10%)	
9	Vehicle Fixed Cost	Line 1	8 143	14 550
10	Vehicle Running Cost	Line 2	2 259	2 667
11	Driver Cost	Line 3	31 130	31 130
12	Total Direct Cost	(L9 thru L11)	41 533	48 346
13	Indirect Cost	Line 12 x 0.5625	23 362	27 195
14	Total Cost (Direct + Indirect)	(L12 plus L13)	64 895	75 541
15	Cost @ 100 O.R.	Line 14 / 0.9870	65 749	76 536
MRT 4-C WAS IN ERROR for Van + 1 Rate calc @ 80/20 73.10				
Double Time WOULD have been Rate calc @ 90/10 71.95				
Original erroneous rate multiplied by 1.427 = MAX 4 rate = \$104.30				
Correct rate multiplied by 1.427 = Should be = \$102.65				
<b>EXTRA HELPER</b>				
16	Direct Cost	T2 (4)x10	26 919	
17	Indirect Cost	Line 16 x 0.5625	15 142	
18	Total Cost (Direct + Indirect)	(L16 plus L17)	42 061	
19	Cost @ 100 O.R.	Line 18 / 0.9870	42 615	
(Cost - Rate calculation = 45.85 ) X 1.427 = MAX 4 rate = \$65.45				
<b>PACKING AND UNPACKING LABOR</b>				
20	Direct Cost	Line 11	31 130	
21	Indirect Cost	Line 20 x 0.5625	17 511	
22	Total Cost (Direct + Indirect)	(L20 plus L21)	48 640	
23	Cost @ 100 O.R.	Line 22 / 0.9870	49 281	
(Cost - Rate calculation = 53.05 ) X 1.427 = MAX 4 rate = \$75.70				

DEVELOPMENT OF  
ORIGINAL MAXIMUM RATES \*  
AND CORRECTION OF ERROR  
IN CALCULATION OF RATE  
FOR VAN AND DRIVER ONLY

Pct error = 1.61%

**APPENDIX B**

**TABLE 3-C**

DEVELOPMENT AND CORRECTION OF MAXIMUM RATES  
FROM  
HISTORICAL COST PER REVENUE HOUR  
FOR HOUSEHOLD GOODS TRANSPORTATION SERVICE

**AT DOUBLE TIME**

**TERRITORY C**

Line No	Description	EQUIPMENT TYPE		
		2-Axle Truck	2-Axle Trac & Trailer	
(1)		(2)	(3)	
<b>VEHICLE WITH DRIVER &amp; HELPER</b>				
	(Weights should be =	80%	20%	
1	Vehicle Fixed Cost	T4 (4)&(7)+(10)&L13	6 592	11 828
2	Vehicle Running Cost	T5 (2)&(3)+(4)&L9	2 259	2 667
3	Driver Cost	T3 (2)&L10	26 974	26 974
4	Helper Cost	T3 (3)&L10	23 996	23 996
5	Total Direct Cost	(L1 thru L4)	59 821	65 464
6	Indirect Cost	Line 5 x 0.5625	33 649	36 824
7	Total Cost (Direct + Indirect)	(L5 plus L6)	93 470	102 288
8	Cost @ 100 O.R.	Line 7 / 0.9870	94 701	103 835
( Cost - Rate calc @ 80/20 weighting = 103.85 ) times 1.427 = MAX 4 rate = \$148.20				
<b>VEHICLE WITH DRIVER</b>				
	(Weights should be =	90%	10%	
9	Vehicle Fixed Cost	Line 1	6 592	11 828
10	Vehicle Running Cost	Line 2	2 259	2 667
11	Driver Cost	Line 3	26 974	26 974
12	Total Direct Cost	(L9 thru L11)	35 825	41 469
13	Indirect Cost	Line 12 x 0.5625	20 152	23 326
14	Total Cost (Direct + Indirect)	(L12 plus L13)	55 977	64 795
15	Cost @ 100 O.R.	Line 14 / 0.9870	56 714	65 648
MRT 4-C WAS IN ERROR for Van + 1..... Rate calc @ 80/20 ..... 62.95				
Double Time WOULD have been..... Rate calc @ 90/10 ..... 62.60				
Original erroneous rate multiplied by 1.427 = MAX 4 rate = \$89.85				
Correct rate multiplied by 1.427 = Should be = \$88.45				
<b>EXTRA HELPER</b>				
16	Direct Cost	T3 (4)&L10	23 996	
17	Indirect Cost	Line 16 x 0.5625	13 497	
18	Total Cost (Direct + Indirect)	(L16 plus L17)	37 493	
19	Cost @ 100 O.R.	Line 18 / 0.9870	37 987	
(Cost - Rate calculation = 40.90 ) X 1.427 = MAX 4 rate = \$58.35				
<b>PACKING AND UNPACKING LABOR</b>				
20	Direct Cost	Line 11	26 974	
21	Indirect Cost	Line 20 x 0.5625	15 173	
22	Total Cost (Direct + Indirect)	(L20 plus L21)	42 146	
23	Cost @ 100 O.R.	Line 22 / 0.9870	42 701	
(Cost - Rate calculation = 45.95 ) X 1.427 = MAX 4 rate = \$65.55				

DEVELOPMENT OF  
ORIGINAL MAXIMUM RATES \*  
AND CORRECTION OF ERROR  
IN CALCULATION OF RATE  
FOR VAN AND DRIVER ONLY

Pct error = 1.58%

\* Original MAX 4 rates, effective November 1, 1992  
Source of cost data: D 87-01-066 and D 87-09-045

Settlement Agreement  
I. 89-11-003  
Phase III

## **APPENDIX C**

**REVISED TEXT FOR**

**BOOKLET ENTITLED,**

**"IMPORTANT INFORMATION FOR PERSONS  
MOVING HOUSEHOLD GOODS WITHIN CALIFORNIA"**

**(MAXIMUM RATE TARIFF 4, ITEM 470)**

IMPORTANT INFORMATION FOR PERSONS MOVING  
HOUSEHOLD GOODS (within California)

ABOUT THIS BOOKLET

This booklet has been prepared by the California Public Utilities Commission (PUC) to offer guidelines and recommendations for moving and to explain the obligations (regulations) of moving companies in California. The PUC requires this information be provided without charge by household goods carriers to persons planning to move between points in California. The carrier ultimately performing your move must (1) provide this booklet to you at first in-person contact, (2) mail the booklet to you (time allowing) if the move was arranged and confirmed by mail or telephone and no in-person contact is made prior to the day of the move, or (3) obtain your assurance that you received it from some other source. In any case, you must initial a statement, on the Consumer Protections and/or Waivers section of the Agreement for Moving Services (Agreement) or some other suitable document, indicating you have received the booklet. If your carrier does not ensure you have this booklet, and you have not received one, you are eligible for a \$100 refund from your carrier.

TABLE OF CONTENTS

Introduction.....	2
How to Choose a Mover.....	2
Maximum Rates .....	3
Estimates and Costs.....	3
Inventory Report.....	4
Pickup and Delivery Dates .....	5
Packing and Other Preparations.....	5
Agreement For Moving Services.....	6
Weighing Your Goods.....	6
Protecting Your Goods.....	7
Liability For Valuables.....	8
Limitations on the Carrier's Liability.....	8
How to File a Claim.....	9
If Your New Home is Not Ready.....	10
Paying For Your Move.....	10
List of District Offices.....	11
Hazardous Materials Not to be Shipped.....	12



## **MAXIMUM RATE TARIFF 4**

### **IMPORTANT INFORMATION FOR PERSONS MOVING HOUSEHOLD GOODS (within California)**

## **INTRODUCTION**

This material is designed to give you the information necessary to ensure a well-planned, uncomplicated move. Throughout this document you will be referred to as "you" or the "shipper". The moving company will be called either the "carrier" or the "mover".

The PUC has rules governing how much the mover can charge you for its services. The specific government rules, regulations and rate limitations for moves within California are provided in the Public Utilities Commission's Maximum Rate Tariff 4. A copy of Maximum Rate Tariff 4 and all forms and documents used by the mover can be examined at either the mover's place of business or the PUC offices located throughout the State (see attached list). In addition, you may call 1-800-FON-4PUC (1-800-366-4782) for information on the maximum rate program.

California moves require much paperwork. You should read all forms and be sure they are completely filled out before you sign. Always get a copy of everything you sign.

If you have a problem about a move within California that you and the carrier cannot resolve, please call the nearest PUC field office or 1-800-FON-4PUC (1-800-366-4782).

## **HOW TO CHOOSE A MOVER**

Most licensed moving companies are listed in classified telephone directories, newspapers and other local advertising. When consulting written advertisements, avoid contacting movers whose license number (Cal "T - No."), issued by the CPUC, is not shown. Such carriers are probably not licensed or insured against loss or damage. You may want to ask friends who have recently moved if they can recommend a moving company. Additionally, some realtors may advise you based upon their customers' experience. Carrier associations, business groups, chambers of commerce and consumer organizations may also be a source of information. Once you have the names of possible moving companies, you may call the PUC at 1-800-FON-4PUC (1-800-366-4782) to determine whether the carriers are licensed and insured and whether the PUC has issued informal citations or taken formal legal actions against the carriers. You should also get written estimates to compare the prices and services of different moving companies to help you select a carrier.

Be sure to obtain the complete and correct moving company name, T-number (PUC license no.), address and telephone number of the carrier you select to move your belongings, and keep the carrier informed as to how and where you may be reached at all times until the shipment is delivered.

IMPORTANT INFORMATION FOR PERSONS MOVING  
HOUSEHOLD GOODS (within California)

## MAXIMUM RATES

All rates and charges are subject to PUC-set maximums. Normally, movers will not exceed these maximums; in fact, most movers charge less. However, there may be circumstances under which a mover must charge above maximum rates to recoup its costs. In such circumstances, that mover must issue you a written estimate of total costs three days or more prior to moving day, indicate that maximum rates will be exceeded on the move and obtain your consent to the rates to be charged. If these procedures are not followed, the mover may not exceed PUC maximum rates.

## ESTIMATES AND COSTS

You should request a written estimate from two or more movers so you can compare prices. Written estimates are binding on the mover. All written estimates must be based on a visual inspection of goods and must show total estimated charges. A verbal rate quotation (how much it will cost per 100 pounds, or per hour) is not an estimate. Remember, verbal estimates are not binding. To avoid problems in the long run, get any total cost estimates in writing!

In describing your wishes, be as consistent as possible with each mover you talk to; this will make it easier to compare estimates. Be sure to tell the prospective movers about all of the goods you want moved, any special services you require and conditions affecting pick-up and delivery (e.g., stairs, narrow road). It is especially important to tell the movers everything about your new home that may affect your move. This ensures a more accurate estimate of cost, and reduces the chance of misunderstandings and/or unexpected charges on moving day.

A carrier's rates for long-distance moves are based on constructive miles, which are miles accounting for driving conditions. If the move is over 100 constructive miles, it is considered a long-distance move and must be charged on a weight and mileage basis. If your move is 100 constructive miles or less, it is considered a local move and is usually charged by the hour. On local moves that can be completed in a few hours, some carriers may not consider it feasible to visually inspect and give you a written estimate, but will quote you the hourly rate. You should consider contacting other carriers to get a written estimate of the total cost.

In certain circumstances, some carriers may have minimum charges. For example, on hourly moves, a carrier may charge a minimum of four hours even if your move takes only two or three. Similarly, on distance moves, a carrier may charge for a minimum weight of 5,000 pounds. So, even if the total weight of your shipment is 3,000 pounds, you may be charged for 5,000 pounds.

## MAXIMUM RATE TARIFF 4

### IMPORTANT INFORMATION FOR PERSONS MOVING HOUSEHOLD GOODS (within California)

Carriers normally will charge for packing and unpacking services provided. On distance-rated shipments there may be an additional charge for elevators and flights of stairs past the first floor (except in a single family home). If it is impossible for the carrier to park so that the tailgate of his vehicle is within 75 feet of the front door, a long carry charge may apply.

If you add items or request services not included in the estimate, the carrier will provide a Change Order for Services (Change Order) either at the time of pickup or before performing services, and, of course, you pay for these additional services. Make sure the form is filled out before you sign and don't forget to keep a copy. Do not sign a blank Change Order.

The PUC wants to ensure that you know the cost of your move in advance and that you do not pay an excessive price for the move. Before your move begins, the mover must inform you of a Not To Exceed Price for your move and cannot charge you more than that price unless you add items or request additional services not previously included in your Agreement. This information must be written on the Agreement along with any minimums that may apply and specific details of the move.

If you have an estimate, the amount of the estimate is the highest price you can be charged and should be the Not To Exceed Price written on the Agreement. However, any charges on a Change Order will be added, as discussed above.

The highest price you will pay is the lesser of (1) the Not To Exceed Price, subject to maximum fixed rates, plus any Change Order charges or (2) the charges calculated using the rates quoted in the Agreement.

## INVENTORY REPORT

An inventory (or inventory report) is a list of items and their current condition. When the carrier arrives to pick up your goods, you may request an inventory of all articles you want shipped. A complete and specific inventory report is a business-like procedure for you and the carrier. While common for distance moves, an inventory report is not normally prepared for hourly moves. Be aware that if yours is an hourly move you may be charged for the time it takes to prepare the inventory report.

In preparing the inventory list of your furniture and other goods, the carrier will note the condition of each article in a code explained at the top of the form: e.g., "G" for gouged. Make sure you and the carrier agree about the condition. If you disagree, make your own notation on the inventory list; otherwise, you may have difficulty securing compensation should damage occur.

Similarly, your personal participation is recommended when your goods are delivered. If an item is missing or damaged, tell the carrier and mark it on both the carrier's and your copy of

## **MAXIMUM RATE TARIFF 4**

### **IMPORTANT INFORMATION FOR PERSONS MOVING HOUSEHOLD GOODS (within California)**

the inventory sheet. Check all cartons carrying china, glassware, and other fragile items for damage before the carrier leaves.

When delivery is complete, you should sign the inventory sheet and delivery receipt, noting any lost or damaged items. This will simplify processing of any future claims. However, failure to do so in no way affects your right to make a claim and to have the claim considered on its merits.

### **PICKUP AND DELIVERY DATES**

If the carrier agrees to pick up your goods on a particular day and/or at a specified time, every effort must be made to meet that commitment. If, for some reason, the time or date cannot be met, the carrier must notify you (or the party you designate) by telephone, telegraph or fax, at the carrier's expense, as soon as it becomes apparent that the pickup will not be at the time promised.

If delivery of your goods is delayed, the carrier must notify you at least 24 hours in advance (at carrier's expense by telephone, telegraph or fax), at the address or telephone number you have provided.

For moves weighing 5000 pounds or more and/or transported 75 miles or more, you may request the mover to pick up a shipment on an agreed date and deliver it within an agreed upon span of two consecutive days. If pickup is not made on the agreed upon date and delivery within two (2) days of the agreed date, the carrier must pay you \$100 per day for each and every day of delay. This is in addition to any other claim you may make. You must request this service in writing and any claim for failure to deliver on the agreed date must be made in writing within 30 days of delivery. (See "How to File a Claim".)

Claims for reimbursement for damages because of carrier negligence in failing to pick up or deliver your shipment on the agreed-upon date or period of time specified in the Agreement and shipping order should be handled like any other claim for loss or damage. (See "How to File a Claim".)

### **PACKING AND OTHER PREPARATIONS**

You may wish to save money by packing some or all of your own household goods; however, you should be aware that in the event of breakage you will have to show damage occurred because of the mover's negligent handling and not your packing. In case there is damage, always save the box, the contents and the packing materials to facilitate claims handling.

IMPORTANT INFORMATION FOR PERSONS MOVING  
HOUSEHOLD GOODS (within California)

Never pack matches, flammables (such as propane tanks) or other dangerous articles. (See the last page of this booklet for more examples of things not to include in your move.) It's a good idea to empty, defrost and dry refrigerators and freezers. Set aside jewelry, money, vital documents and valuable small items in a safe place, not accessible to anyone entering either your old or your new residence. Do not ship jewelry, money, important papers or other valuable personal articles unless you make written arrangements with the carrier – it is best to carry these items with you.

It's up to you to make such preparations as disconnecting major appliances, providing special services to protect them during the move and removing items attached to walls or floors such as draperies and tacked-down carpets. Some moving companies will provide these services for a fee, or they can suggest firms in the local area to assist you.

### AGREEMENT FOR MOVING SERVICES

In addition to other items, the Agreement shows: the carrier's name, PUC license number (T-number), address, and telephone number where you can reach him or her; the address and the telephone number where the carrier can contact you about the move; the location where your goods are being moved; the date of loading or pickup and the preferred date of delivery; a summary description of the move (i.e., a general description of items to be included or excluded and services to be provided); the declared value of your goods; the rates upon which the charges are based and any minimums the carrier may have; and the Not To Exceed Price, which is the highest charge that may be assessed for the various services to be performed, plus any additional charges as requested on a Change Order.

The carrier is required to complete the Agreement (except for the Not To Exceed Price), sign it, and give it to you no less than 3 days before the move, unless arrangements to move are made less than 3 days in advance of the moving date or you agree to waive this requirement. This gives you time to review it and ask for an explanation of any unclear items. For example, if you are moving on a Saturday, you should get the Agreement on Wednesday. Before your move begins, the carrier must fill in the Not To Exceed Price on the Agreement, and both you and the carrier must sign it.

### WEIGHING YOUR GOODS

When your charges are based on weight, the moving van will be weighed by a certified weighmaster on a certified scale before and after loading. You may observe the actual weighing or you may ask the carrier to notify you of the charges by telephone, telegraph or fax as soon as the goods are weighed. You should request copies of the weight information before and after loading. If you have any reason to question the reported weight, you may ask for a reweigh before delivery.

## MAXIMUM RATE TARIFF 4

### IMPORTANT INFORMATION FOR PERSONS MOVING HOUSEHOLD GOODS (within California)

No extra charge will be made for reweighing IF the difference between the two net scale weights exceeds 100 pounds on shipments weighing 5,000 pounds or less or exceeds two (2) percent of the lower net scale weight on shipments weighing more than 5,000 pounds. The lower of the two net weights must be used in determining the charges. If you request a reweigh and the difference between the weights is not as described above, you may be required to pay for the reweighing.

## PROTECTING YOUR GOODS

Already included in the carrier's rates is protection against possible loss or damage at 60¢ per pound per article. You may choose to purchase additional protection and set the value on your belongings for an amount that makes you comfortable. Be sure to check any insurance policies you have before paying for additional protection. If you are unsure, call your insurance agent.

The carrier may charge you for the level of protection and the value you place on your goods. Actual cash value protection covers the depreciated value of your goods and is determined by such things as the cost of the item new, its age, its condition when received by the mover, and the value you declare. Full value protection usually costs more since it will cover the replacement cost of any lost or damaged item. The carrier may opt to replace, reimburse or repair the damaged item, according to the protection level you choose. Remember to declare items of extraordinary value. If you fail to do this the carrier may not be liable for the full value of those items regardless of the level of protection you choose. In addition, your goods are protected while they are stored-in-transit at your request, and your carrier may charge an additional valuation rate for that service. However, if the storage-in-transit is undertaken for the carrier's convenience, you will not be charged for this additional protection.

The Agreement includes a section entitled "Consumer Protections and/or Waivers" on which you must declare the value of your shipment and choose a level of protection. If you fail to do so, your goods will be automatically protected for actual cash value up to \$20,000. You may be charged for this protection, at the rate for each \$100 (or fraction thereof) of declared value, as stated on the Agreement. If no valuation charge is stated, the rate is \$0 (zero) per \$100 of declared value. Your protection level choices are explained below.

a. Basic Coverage at 60¢ per pound per article ensures recovery at 60¢ multiplied by the weight of the item or the carton it's packed in. Thus, if an item weighing 20 pounds is lost or damaged, you can recover \$12.00 for that item (60¢ x 20 pounds). This is very minimal protection and your goods are probably worth considerably more. This protection is included in the mover's rate.

## MAXIMUM RATE TARIFF 4

### IMPORTANT INFORMATION FOR PERSONS MOVING HOUSEHOLD GOODS (within California)

b. Actual Cash Value protection ensures recovery at the actual cash value (i.e., fair market value) of your lost or damaged item(s), up to the total value you declare. The carrier may charge for actual cash value protection, and will state the rate on the Agreement.

c. Full Value protection ensures recovery at the full value of your lost or damaged item (replacement value), up to the total value you declare. The carrier may offer deductibles in combination with full value protection. You are responsible for deductibles unless an item is lost by the mover; refer to section on Limitations on the Carrier's Liability. The carrier may charge for full value protection, and will state the rate on the Agreement.

### LIABILITY FOR VALUABLES

Items of extraordinary value, such as antiques, art objects, gold or silver articles, etc., should be separately described on the inventory and a value declared for each. Be sure to list the items by description and value on the shipping document. It's best not to ship money, jewelry, important papers or other valuable personal articles. Keep such items out of the reach of others and take them with you.

### LIMITATIONS ON THE CARRIER'S LIABILITY

The carrier is not liable in a claim for loss or damage to articles in the following situations:

- a. change in condition or flavor of perishables;
- b. loss or damage caused by the shipper, including improper packing;
- c. defect or inherent vice of the article, such as susceptibility to atmospheric changes;
- d. insects, moths, vermin, ordinary wear and tear, or gradual deterioration;
- e. mechanical or electrical derangement of musical instruments, electronic components or appliances, if there is no sign of exterior damage;
- f. loss or damage caused as a result of any strike, lockout, labor disturbance, riot, civil commotion, or any act of any person or persons taking part in any such occurrence or disorder;
- g. hostile or warlike action in time of peace or war;
- h. breakage caused by normal handling of china, glassware, bric-a-brac, or other similar items, unless packed by the carrier;

## MAXIMUM RATE TARIFF 4.

### IMPORTANT INFORMATION FOR PERSONS MOVING HOUSEHOLD GOODS (within California)

i. liability of carrier for loss or damage shall be subject to your compliance with the rules for filing claims.

For more complete information regarding limitations on the carriers liability, please see General Order 136-C, which you may obtain from the PUC.

### HOW TO FILE A CLAIM

If your goods are lost or damaged, be sure you describe such loss and damage by making notations on the carrier's shipping order or freight bill. If the driver refuses, you should report this fact and the condition of the articles in writing to the home office of the carrier. Neither of these actions constitute filing a claim, but are made to support a claim to be filed later, as described below.

To file a claim you must:

1. write the home office of the carrier and describe the loss or damage;
2. list separately the lost or damaged items;
3. note the exact amount you are claiming for each lost or damaged item;
4. give the date of your move, the origin and destination and the carrier's order number.

If the damage is to packed items, you should retain the box, its contents and the packing materials. This is especially important if you did the packing since you will have to show that bad packing was not the cause of the damage.

Providing copies of documents such as store receipts for the lost or damaged items and professional estimates for repair will speed the processing of your claim.

You should also retain copies of all correspondence with the moving company. In addition, all correspondence addressed to the moving company should be sent by Registered Mail, return receipt requested, to evidence receipt of your claim by the carrier.

Your claim must be filed, in writing, within nine (9) months after delivery of the goods or within nine (9) months after a reasonable time for delivery has elapsed. Specific rules are set forth in Maximum Rate Tariff 4. The carrier is required to acknowledge claims in writing within 30 days and must pay, decline to pay or make a firm compromise settlement within 60 days of receipt of your claim. If some reason beyond the carrier's control delays action for a longer time, the carrier is required to notify you in writing within 60 days of receipt of your claim as to its



## **MAXIMUM RATE TARIFF 4**

### **IMPORTANT INFORMATION FOR PERSONS MOVING HOUSEHOLD GOODS (within California)**

status and the reason for delay (with a copy to the PUC) and again every 30 days thereafter until final action is taken. (See Maximum Rate Tariff 4, Item 92 for more information on filing claims.)

The PUC has no authority to compel carriers to settle claims for loss or damage and will not undertake to determine whether the basis for, or the amount of, such claims is proper, nor will it attempt to determine the carrier's liability for such loss or damage. If both you and the carrier consent, the claim may be submitted to an impartial arbitrator for resolution. You may also commence a suit in small claims court or other court of law.

If arbitration or civil action result in a decision in your favor and the carrier fails to comply, contact the PUC.

### **IF YOUR NEW HOME IS NOT READY**

If you cannot move into your new home or apartment immediately, you may wish to have your goods moved from your present residence and held in storage for later delivery. For a storage period of 90 days or less, you can request Storage-in-Transit. Separate charges will be assessed for the transportation from your old place of residence into storage, for the Storage-in-Transit, and for transportation to your new residence. Storage and handling charges will be assessed for this service and it will be covered by the terms and conditions of your Agreement with the moving company.

If you do not request Storage-in-Transit, or if your storage period exceeds 90 days, your goods will be subject to rates, terms, and conditions set by the local warehouse and the service will be under a separate contract with the warehouseman and not regulated by the PUC.

### **PAYING FOR YOUR MOVE**

Most carriers insist that you pay in cash, by money order or certified check; however, you may arrange in advance for the carrier to extend you credit. If the carrier will accept payment by credit card or personal check, be sure this arrangement is noted on the Agreement. Carriers must relinquish your goods upon payment of total charges due; however, should these total charges be higher than the Not To Exceed Price or the amount of your written estimate plus the Change Order for Services (if any) and the driver requires payment of that amount, you should contact the mover about what may be an overcharge. If the matter cannot be resolved to your satisfaction, call the PUC for assistance at 1-800-FON-4PUC (1-800-366-4782).

**MAXIMUM RATE TARIFF 4.**

**IMPORTANT INFORMATION FOR PERSONS MOVING  
HOUSEHOLD GOODS (within California)**

**PUBLIC UTILITIES COMMISSION DISTRICT OFFICES**

<u>City</u>	<u>Address</u>	<u>Local Telephone No.</u>
El Centro	1681 Main Street Room 329 El Centro, CA 92243	(619) 352-3123
Los Angeles	107 South Broadway Room 5109 Los Angeles, CA 90012	(213) 897-2973
Sacramento	1227 "O" Street 4 <sup>th</sup> Floor Sacramento, CA 95814	(916) 657-4624
San Bernardino	255 North "D" Street Suite 310 San Bernardino, CA 92401	(909) 383-4208
San Diego	State Building 1350 Front Street Room 4006 San Diego, CA 92101	(619) 525-4217
San Francisco	505 Van Ness Avenue 2 <sup>nd</sup> Floor San Francisco, CA 94102	(415) 703-1402

IMPORTANT INFORMATION FOR PERSONS MOVING  
HOUSEHOLD GOODS (within California)

IMPORTANT INFORMATION FOR SHIPPERS REGARDING  
**HAZARDOUS MATERIALS**

HAZARDOUS MATERIALS, AS DEFINED BY THE U.S. SECRETARY OF TRANSPORTATION,  
ARE NOT ACCEPTED FOR SHIPPING.

SOME OF THE MATERIALS MOST COMMON TO HOUSEHOLD USE ARE INDICATED BELOW:

- |                                |   |
|--------------------------------|---|
| A. <u>COMBUSTIBLE LIQUIDS:</u> | ALCOHOLS (RUBBING)<br>LUBRICANTS (MOTOR OILS)<br>ANTI-FREEZE COMPOUNDS  |
| B. <u>CORROSIVES:</u>          | ACIDS<br>DRAIN CLEANER<br>PHOTOGRAPHIC ACIDS USED IN DEVELOPING FILM<br>BLEACH<br>BATTERIES (WET OR DRY)<br>WATER PURIFYING AGENTS USED IN SWIMMING POOLS   |
| C. <u>EXPLOSIVES:</u>          | FIREWORKS<br>SMALL ARMS AMMUNITION<br>FLASH BULBS   |
| D. <u>FLAMMABLES:</u>          | LIGHTER FLUID<br>MATCHES<br>WOOD OIL STAINS<br>PETROL-CHEMICAL BASED GARDEN SPRAYS<br>PAINT OR VARNISH<br>PAINT OR VARNISH REMOVERS<br>BUTANE / PROPANE / GASOLINE (GARDEN EQUIPMENT)<br>SIGNAL FLARES<br>CHARCOAL BRIQUETTES |
| E. <u>COMPRESSED GASES:</u>    | AEROSOL CANS<br>FIRE EXTINGUISHERS<br>SCUBA DIVING TANKS  |

PLEASE CONTACT YOUR MOVER IF YOU HAVE ANY QUESTIONS ABOUT THE ABOVE ITEMS

Settlement Agreement  
I. 89-11-003  
Phase III

## **APPENDIX D**

**TEXT OF BOOKLET ENTITLED:**

**"IMPORTANT INFORMATION FOR PERSONS MOVING  
HOUSEHOLD GOODS (Within California)"**

**SHOWING DELETED AND ADDED TEXT**

**ACCORDING TO THE AGREEMENT OF  
THE SETTLING PARTIES  
IN PHASE III**

**(DELETED TEXT IS CONTAINED IN [BRACKETS];  
ADDED TEXT IS UNDERLINED)**

IMPORTANT INFORMATION FOR PERSONS MOVING  
HOUSEHOLD GOODS (within California)

### ABOUT THIS BOOKLET

This booklet has been prepared by the California Public Utilities Commission (PUC) to offer guidelines and recommendations for moving and to explain the obligations (regulations) of moving companies in California. The [California Public Utilities Commission] PUC requires this information be provided without charge by household goods carriers to persons planning to move between points in California. The carrier ultimately performing your move must (1) provide this booklet to you at first in-person contact, (2) mail the booklet to you [by Registered Mail, return receipt requested] (time allowing) if the move was arranged and confirmed by mail or telephone and no in-person contact is made prior to the day of the move, or (3) obtain your assurance that you received it from some other source. In any case, you must initial a statement, on the Consumer Protections and/or Waivers section of the Agreement for Moving Services (Agreement) or some other suitable document, indicating you have received the booklet. If your carrier does not ensure you have this booklet, and you have not received one, you are eligible for a \$100 [reduction in your bill] refund from your carrier.

### TABLE OF CONTENTS

Introduction.....	2
How to Choose a Mover.....	2
<u>Maximum Rates .....</u>	<u>3</u>
Estimates and Costs.....	3
Inventory Report.....	4
Pickup and Delivery Dates .....	5
Packing and Other Preparations.....	5
Agreement For <u>Moving Services</u> .....	6
Weighing Your Goods.....	6
Protecting Your Goods.....	7
Liability For Valuables.....	8
Limitations on the Carrier's Liability.....	8
How to File a Claim.....	9
If Your New Home is Not Ready.....	10
Paying For Your Move.....	10
List of District Offices.....	11
<u>Hazardous Materials Not to be Shipped.....</u>	<u>12</u>

IMPORTANT INFORMATION FOR PERSONS MOVING  
HOUSEHOLD GOODS (within California)

## INTRODUCTION

This material is designed to ~~[provide]~~ give you ~~[with]~~ the information necessary to ensure a well-planned, uncomplicated move. Throughout this document you will be referred to as "you" or the "shipper". The moving company will be called either the "carrier" or the "mover".

The PUC has rules ~~[limiting]~~ governing how much the mover can charge you for its services. The specific government rules, regulations and rate limitations for moves within California are provided in the Public Utilities Commission's Maximum Rate Tariff 4. A copy of Maximum Rate Tariff 4 and all forms and documents used by the mover can be examined at either the mover's place of business or the PUC offices located throughout the State (see attached list). In addition, you may call 1-800-FON-4PUC (1-800-366-4782) for information on the maximum rate program.

~~[Most]~~ California moves require ~~[a lot of]~~ much paperwork. You should ~~[R]~~ read all forms and be sure they are completely filled out before you sign. Always get a copy of everything you sign.

If you have a problem about a move within California that you and the carrier cannot resolve, please call the nearest PUC field office or 1-800-FON-4PUC (1-800-366-4782).

## HOW TO CHOOSE A MOVER

~~[Many carriers]~~ Most licensed moving companies are listed in classified telephone directories, newspapers and other local advertising. When consulting written advertisements, avoid contacting movers whose license number (Cal "T - No."), issued by the CPUC, is not shown. Such carriers are probably not licensed or insured against loss or damage. You may want to ask friends who have recently moved if they can recommend a moving company. Additionally, some realtors ~~[will]~~ may advise you based upon their customers' experience. Carrier associations, business groups, chambers of commerce and consumer organizations may also be a source of information. Once you have the names of ~~[several]~~ possible moving companies, you may call the PUC at 1-800-FON-4PUC (1-800-366-4782) to determine whether the carriers ~~[is a]~~ are licensed ~~[carrier]~~ and insured and whether the PUC has issued informal citations or taken formal legal actions against the carriers. You should also get estimates to compare the prices and services of different moving companies to help you select a carrier.

Be sure to obtain the complete and correct moving company name, T-number (PUC license no.), address and telephone number of the carrier ~~[who is to transport your shipment]~~ you select to move your belongings, and keep the carrier informed as to how and where you may be reached at all times until the shipment is delivered.

IMPORTANT INFORMATION FOR PERSONS MOVING  
HOUSEHOLD GOODS (within California)

**MAXIMUM RATES**

All rates and charges are subject to PUC-set maximums. Normally, movers will not exceed these maximums; in fact, most movers charge less. However, there may be circumstances under which a mover must charge above maximum rates to recoup its costs. In such circumstances, that mover must issue you a written estimate of total costs three days or more prior to moving day, indicate that maximum rates will be exceeded on the move and obtain your consent to the rates to be charged. If these procedures are not followed, the mover may not exceed PUC maximum rates.

**ESTIMATES AND COSTS**

You should [always] request a written estimate from [several] two or more movers so you can compare prices. Written estimates are binding on the mover. All written estimates must be based on a visual inspection of goods and must show total estimated charges. A verbal rate quotation (how much it will cost per 100 pounds, or per hour) is not an estimate. [Remember, verbal estimates are not binding. To avoid problems in the long run, get it in writing!] Remember, verbal estimates are not binding. To avoid problems in the long run, get any total cost estimates in writing!

In describing your wishes, be as consistent as possible with each mover you talk to; this will make it easier to compare estimates. Be sure to [give] tell the prospective movers [as much information as possible] about all of the goods you [are moving] want moved, any special services you require and conditions affecting pick-up and delivery (e.g., stairs, narrow road). It is especially important to tell the movers everything about your new home that may affect your move. This ensures a more accurate estimate of cost, and reduces the chance of [unpleasant surprises] misunderstandings and/or unexpected charges on moving day.

A carrier's rates [must be] for long-distance moves are based on constructive miles, which are miles accounting for driving conditions. If [the] your move is over 100 constructive miles, it is considered a long-distance move and must be charged on a weight and mileage basis. [As the weight increases, the cost per pound decreases.] If your move is 100 constructive miles or less, it is considered a local move and is usually charged by the hour. On local moves that can be completed in a few hours, some carriers may not [want to] consider it feasible to visually inspect and give you a[n] written estimate, but will quote you the hourly rate. You should [strongly] consider contacting other carriers to get a written estimate of the total cost.

[If you have only a few things to move, you should be aware that] In certain circumstances, some carriers may have minimum charges. [That means] For example, on hourly moves, [the] a carrier may charge a minimum of four hours even if your move [only] takes only two or three. Similarly, [O]n distance moves, [the] a carrier may [have] charge for a minimum

## MAXIMUM RATE TARIFF 4

### IMPORTANT INFORMATION FOR PERSONS MOVING HOUSEHOLD GOODS (within California)

weight of 5,000 pounds. So, even if the total weight of your shipment is 3,000 pounds, you may be charged for 5,000 pounds.

[The c] Carriers normally will charge [extra] for packing and unpacking services provided. On distance-rated shipments there may be an additional charge for elevators and flights of stairs past the first floor (except in a single family home). If it is impossible for the carrier to park so that the tailgate of his vehicle is within 75 feet of the front door, a long carry charge may apply.

If you add items or request services not included in the estimate, the carrier will provide a Change Order for Services (Change Order) either at the time of pickup or before performing services, and, of course, you pay for these additional services. Make sure the form is filled out before you sign and don't forget to keep a copy. Do not sign a blank Change Order.

The PUC wants to ensure that you know the cost of your move in advance and that you do not pay an excessive price for the move. Before your move begins, the mover must inform you of a Not To Exceed Price for your move and cannot charge you more than that price unless you add items or request additional services not previously included in your Agreement. This information must be written on the Agreement along with any minimums that may apply and specific details of the move.

If you have an estimate, the amount of the estimate is the highest price you can be charged and should be the Not To Exceed Price written on the Agreement. However, [A]ny charges on a Change Order will be added, as discussed above.

[If you get an estimate less than 3 days before the day of the move, t] The highest price you will pay is the lesser of (1) the Not To Exceed Price, subject to maximum fixed rates, plus any Change Order charges or (2) the charges calculated using the rates quoted in the Agreement.

## INVENTORY REPORT

An inventory (or inventory report) is a list of items and their current condition. When the carrier arrives to pick up your goods, you may request an inventory of all articles you want shipped. A complete and specific inventory report is a business-like procedure for you and the carrier. While common for distance moves, an inventory report is not normally prepared for hourly moves. [b]Be aware that if yours is an hourly move you may be charged for the time it takes to prepare the inventory report. [Avoid verbal assurances which may not be enforceable.]

In preparing the inventory list of your furniture and other goods, [T]he carrier will note [on the inventory] the condition of [your furniture and other goods] each article in a code explained at the top of the form: e.g., "G" for gouged. Make sure you and the carrier agree about



## MAXIMUM RATE TARIFF 4.

### IMPORTANT INFORMATION FOR PERSONS MOVING HOUSEHOLD GOODS (within California)

the condition. If you disagree, make your own notation on the inventory list; otherwise, you may have difficulty securing compensation should damage occur.

Similarly, your personal participation is recommended when your goods are delivered. If an item is missing or damaged, tell the carrier and mark it on both the carrier's and your copy of the inventory sheet. Check all cartons carrying china, glassware, and other fragile items for damage before the carrier leaves.

When delivery is complete, you should sign the inventory sheet and delivery receipt, noting any lost or damaged items. This will simplify processing of any future claims. However, failure to do so in no way affects your right to make a claim and to have the claim considered on its merits.

### PICKUP AND DELIVERY DATES

If the carrier agrees to pick up your goods on a particular day and/or at a specified time, every effort must be made to meet that commitment. If, for some reason, the time or date cannot be met, the carrier must notify you (or the party you designate) by telephone, telegraph or fax, at the carrier's expense, as soon as it becomes apparent that the pickup will not be at the time promised.

If delivery of your goods is delayed, the carrier must notify you at least 24 hours in advance (at carrier's expense by telephone, telegraph or fax), at the address or telephone number you have provided.

For moves weighing 5000 pounds or more and/or transported 75 miles or more, you may request the mover to pick up a shipment on an agreed date and deliver it within an agreed upon span of two consecutive days. If pickup is not made on the agreed upon date and delivery within two (2) days of the agreed date, the carrier must pay you (\$100 per day) \$100 per day for each and every day of delay. This is in addition to any other claim you may make. You must request this service in writing and any claim for failure to deliver on the agreed date must be made in writing within 30 days of delivery. (See "How to File a Claim".)

Claims for reimbursement for damages because of carrier negligence in failing to pick up or deliver your shipment on the agreed-upon date or period of time specified in the Agreement and shipping order should be handled like any other claim for loss or damage. (See "How to File a Claim".)

### PACKING AND OTHER PREPARATIONS

You may wish to save money by packing some or all of your own household goods; however, you should be aware that in the event of breakage you will have to show damage

## MAXIMUM RATE TARIFF 4

### IMPORTANT INFORMATION FOR PERSONS MOVING HOUSEHOLD GOODS (within California)

occurred because of the mover's negligent handling and not your packing. In case there is damage, always save the box, the contents and the packing materials to facilitate claims handling.

Never pack matches, flammables (such as propane tanks) or other dangerous articles. (See the last page of this booklet for more examples of things not to include in your move.) It's a good idea to empty, defrost and dry refrigerators and freezers. [You should s] Set aside jewelry, money, vital documents and valuable small items in a safe place, not accessible to anyone entering either your old or your new residence. Do not ship jewelry, money, important papers or other valuable personal articles unless you make written arrangements with the carrier - it is best to carry these items with you.

It's up to you to make such preparations as disconnecting major appliances, providing special services to protect them during the move and removing items attached to walls or floors such as draperies and tacked-down carpets. Some moving companies will provide these services for a fee, or they can suggest firms in the local area to assist you.

### AGREEMENT FOR MOVING SERVICES

In addition to other items, the Agreement shows: the carrier's name, PUC license number (T-number), address, and telephone number where you can reach him or her; the address and the telephone number where the carrier can contact you about the move; the location where your goods are being moved; the date of loading or pickup and the preferred date of delivery; a summary description of the move (i.e., a general description of items to be included or excluded and services to be provided); the declared value of your goods; the rates upon which the charges are based and any minimums the carrier may have; and the Not To Exceed Price, which is the highest charge that may be assessed for the various services to be performed, plus any additional charges as requested on a Change Order.

The carrier is required to complete the Agreement (except for the Not To Exceed Price), sign it, and give it to you no less than 3 days before the move, unless arrangements to move are made less than 3 days in advance of the moving date or you agree to waive this requirement. This gives you time to review it and ask for an explanation of any unclear items. For example, if you are moving on a Saturday, you should get the Agreement on Wednesday. Before your move begins, the carrier must fill in the Not To Exceed Price on the Agreement, and both you and the carrier must sign it.

### WEIGHING YOUR GOODS

When your charges are based on weight, the moving van will be weighed by a certified weighmaster on a certified scale before and after loading. You may observe the actual weighing or you may ask the carrier to notify you of the charges by telephone, telegraph or fax as soon as

IMPORTANT INFORMATION FOR PERSONS MOVING  
HOUSEHOLD GOODS (within California)

the goods are weighed. You should request copies of the weight information before and after loading. If you have any reason to question the reported weight, you may ask for a reweigh before delivery.

No extra charge will be made for reweighing IF the difference between the two net scale weights exceeds 100 pounds on shipments weighing 5,000 pounds or less or exceeds two (2) percent of the lower net scale weight on shipments weighing more than 5,000 pounds. The lower of the two net weights must be used in determining the charges. If you request a reweigh and the difference between the weights is not as described above, you may be required to pay for the reweighing.

### PROTECTING YOUR GOODS

Already included in the carrier's rates is protection against possible loss or damage at 60¢ per pound per article. You may choose to purchase additional protection and set the value on your belongings for an amount that makes you comfortable. Be sure to check any insurance policies you have before paying for additional protection. If you are unsure, call your insurance agent.

The carrier may charge you for the level of protection and the value you place on your goods. Actual cash value protection covers the depreciated value of your goods and is determined by such things as the cost of the item new, its age, its condition when received by the mover, and the value you declare. Full value protection usually costs more since it will cover the replacement cost of any lost or damaged item. The carrier may opt to replace, [reimburse or] repair or reimburse you for the damaged item, according to the protection level you choose. Remember to declare items of extraordinary value. If you fail to do this the carrier may not be liable for the full value of those items regardless of the level of protection you choose. In addition, [you can protect] your goods are protected while they are stored-in-transit at your request, and your carrier may charge an additional valuation rate for that service. However, if the storage-in-transit is undertaken for the carrier's convenience, you will not be charged for this additional protection.

The Agreement includes a section entitled "Consumer Protections and/or Waivers" on which you must declare the value of your shipment and choose a level of protection. If you fail to do so, your goods will be automatically protected for actual cash value up to \$20,000. You may be charged for this protection, at the rate for each \$100 (or fraction thereof) of declared value, as stated on the Agreement. If no valuation charge is stated, the rate is \$0 (zero) per \$100 of declared value. Your protection level choices are explained below.

a. Basic Coverage at 60¢ per pound per article ensures recovery at 60¢ multiplied by the weight of the item or the carton it's packed in. Thus, if an item weighing 20 pounds is lost or damaged, you can recover \$12.00 for that item (60¢ x 20 pounds). This is very minimal

## MAXIMUM RATE TARIFF 4

### IMPORTANT INFORMATION FOR PERSONS MOVING HOUSEHOLD GOODS (within California)

protection and your goods are probably worth considerably more. This protection is included in the mover's rate.

b. Actual Cash Value protection ensures recovery at the actual cash value (i.e., fair market value) of your lost or damaged item(s) [(i.e., fair market value)], up to the total value you declare. [If you order storage-in-transit, you may choose this level of protection while your goods are stored.] The carrier may charge for actual cash value protection, and will state the rate on the Agreement.

c. Full Value protection ensures recovery at the full value (i.e., replacement value) of your lost or damaged item(s) [(replacement value)], up to the total value you declare. The carrier may offer deductibles in combination with full value protection. [You are only responsible for deductibles when loss is NOT caused by carrier.] You are responsible for deductibles unless an item is lost by the mover; refer to section on Limitations on the Carrier's Liability. [If you order storage-in-transit, you may choose this level of protection while your goods are stored.] The carrier may charge for full value protection, and will state the rate on the Agreement.

### LIABILITY FOR VALUABLES

Items of extraordinary value, such as antiques, art objects, gold or silver articles, etc., should be separately described on the inventory and a value declared for each. [If you must, b] Be sure to list the items by description and value on the shipping document. It's best not to ship money, jewelry, important papers or other valuable personal articles. Keep such items out of the reach of others and take them with you.

### LIMITATIONS ON THE CARRIER'S LIABILITY

The carrier is not liable in a claim for loss or damage to articles in the following situations:

- a. change in condition or flavor of perishables;
- b. loss or damage caused by the shipper, including improper packing;
- c. defect or inherent vice of the article, such as susceptibility to atmospheric changes;
- d. insects, moths, vermin, ordinary wear and tear, or gradual deterioration;
- e. mechanical or electrical derangement of musical instruments, electronic components or appliances, if there is no sign of exterior damage;

## MAXIMUM RATE TARIFF 4\*

### IMPORTANT INFORMATION FOR PERSONS MOVING HOUSEHOLD GOODS (within California)

- f. loss or damage caused as a result of any strike, lockout, labor disturbance, riot, civil commotion, or any act of any person or persons taking part in any such occurrence or disorder;
- g. hostile or warlike action in time of peace or war;
- h. breakage caused by normal handling of china, glassware, bric-a-brac, or other similar items, unless packed by the carrier;
- i. liability of carrier for loss or damage shall be subject to your compliance with the rules for filing claims.

For more complete information regarding limitations on the carrier's liability, please see General Order 136-C, which you may obtain from the PUC.

### HOW TO FILE A CLAIM

If your goods are lost or damaged, be sure you describe such loss and damage by making notations on the carrier's shipping order or freight bill. If the driver refuses, you should report this fact and the condition of the articles in writing to the home office of the carrier. Neither of these actions constitute filing a claim, but are made to support a claim to be filed later, as described below.

To file a claim you must:

1. write the home office of the carrier and describe the loss or damage;
2. list separately the lost or damaged items;
3. note the exact amount you are claiming for each lost or damaged item;
4. give the date of your move, the origin and destination and the carrier's order number.

If the damage is to packed items, you should retain the box, its contents and the packing materials. This is especially important if you did the packing since you will have to show that bad packing was not the cause of the damage.

Providing copies of documents such as store receipts for the lost or damaged items and professional estimates for repair will speed the processing of your claim.

## **MAXIMUM RATE TARIFF 4**

### **IMPORTANT INFORMATION FOR PERSONS MOVING HOUSEHOLD GOODS (within California)**

You should also retain copies of all correspondence with the moving company. In addition, all correspondence addressed to the moving company should be sent by Registered Mail, return receipt requested, to evidence receipt of your claim by the carrier.

Your claim must be filed, in writing, within nine (9) months after delivery of the goods or within nine (9) months after a reasonable time for delivery has elapsed. Specific rules are set forth in Maximum Rate Tariff 4. The carrier is required to acknowledge claims in writing within 30 days and must pay, decline to pay or make a firm compromise settlement within 60 days of receipt of your claim. If some reason beyond the carrier's control delays action for a longer time, the carrier is required to notify you in writing within 60 days of receipt of your claim as to its status and the reason for delay (with a copy to the PUC) and again every 30 days thereafter until final action is taken. (See Maximum Rate Tariff 4, Item 92 for more information on filing claims.)

The PUC has no authority to compel carriers to settle claims for loss or damage and will not undertake to determine whether the basis for, or the amount of, such claims is proper, nor will it attempt to determine the carrier's liability for such loss or damage. If both you and the carrier consent, the claim may be submitted to an impartial arbitrator for resolution. [If you are interested in arbitration you may contact the PUC at 1-800-FON-4PUC (1-800-366-4782).] You may also commence a suit in small claims court or other court of law.

If arbitration or civil action result in a decision in your favor and the carrier fails to comply, contact the PUC.

### **IF YOUR NEW HOME IS NOT READY**

If you cannot move into your new home or apartment immediately, you may wish to have your goods moved from your present residence and held in storage for later delivery. For a storage period of 90 days or less, you can request Storage-in-Transit. Separate charges will be assessed for the transportation from your old place of residence into storage, for the Storage-in-Transit, and for transportation to your new residence. Storage and handling charges will be assessed for this service and it will be covered by the terms and conditions of your Agreement with the moving company.

If you do not request Storage-in-Transit, or if your storage period exceeds 90 days, your goods will be subject to rates, terms, and conditions set by the local warehouse and the service will be under a separate contract with the warehouseman and not regulated by the PUC.

IMPORTANT INFORMATION FOR PERSONS MOVING  
HOUSEHOLD GOODS (within California)

**PAYING FOR YOUR MOVE**

Most carriers insist that you pay in cash, by money order or certified check; however, you may arrange in advance for the carrier to extend you credit. If the carrier will accept payment by credit card or personal check, be sure this arrangement is noted on the Agreement. Carriers must relinquish your goods upon payment of total charges due; however, should these total charges be higher than the Not To Exceed Price or the amount of your written estimate plus the Change Order for Services (if any) [a complaint should be made to the PUC] and the driver requires payment of that amount, you should contact the mover about what may be an overcharge. If the matter cannot be resolved to your satisfaction, call the PUC for assistance at 1-800-FON-4PUC (1-800-366-4782).

MAXIMUM RATE TARIFF 4.

IMPORTANT INFORMATION FOR PERSONS MOVING  
HOUSEHOLD GOODS (within California)

PUBLIC UTILITIES COMMISSION DISTRICT OFFICES

<u>City</u>	<u>Address</u>	<u>Local Telephone No.</u>
[ BAKERSFIELD [ 93308	3801 Pierce Rd. Suite 108	(805) 395-2822
[ CAMPBELL [ 95008	1799 So. Winchester Suite 109	(408) 277-1053
[ CULVER CITY [ 90230	5601 W. Slauson Room 252	(310) 412-6349
[ DOWNEY [ 90241	8141 E. 2 <sup>nd</sup> Street Suite 310	(310) 923-5576
[ EL CENTRO [ 92243	1295 STATE STREET Suite 203	(619) 352-3123
<u>El Centro</u>	<u>1681 Main Street</u> <u>Room 329</u> <u>El Centro, CA 92243</u>	<u>(619) 352-3123</u>
[ EL MONTE [ 91731	9650 Flair Drive Suite 502	(818) 575-6727
[ EUREKA [ 95501	2921 "E" Street Suite A	(707) 445-6512
[ FRESNO [ 93721	2550 Mariposa Street Room 4047	(209) 445-5081
<u>Los Angeles</u>	<u>107 South Broadway</u> <u>Room 5109</u> <u>Los Angeles, CA 90012</u>	<u>(213) 897-2973</u>
[ OAKLAND [ 94621	350 Pendleton Way	(510) 577-7586
[ REDDING [ 96001	2135 Akard Avenue Room 6	(916) 225-2160
[ SACRAMENTO [ 95814	1227 "O" Street 4 <sup>th</sup> Floor	(916) 657-4200



MAXIMUM RATE TARIFF 4

IMPORTANT INFORMATION FOR PERSONS MOVING  
HOUSEHOLD GOODS (within California)

<u>Sacramento</u>	<u>1227 "O" Street</u> <u>4<sup>th</sup> Floor</u> <u>Sacramento, CA 95814</u>	<u>(916) 657-4624</u>
[ SAN BERNARDINO [ 92401	255 N. "D" Street Suite 310	]
		(909) 383-4208 ]
<u>San Bernardino</u>	<u>255 North "D" Street</u> <u>Suite 310</u> <u>San Bernardino, CA 92401</u>	<u>(909) 383-4208</u>
[ SAN BRUNO [ 94066	1150 Bayhill Drive Suite 106	]
		(415) 588-9060 ]
[ SAN DIEGO [ 92101	State Building 1350 Front Street Room 4006	]
		(619) 525-4217 ]
<u>San Diego</u>	<u>State Building</u> <u>1350 Front Street</u> <u>Room 4006</u> <u>San Diego, CA 92101</u>	<u>(619) 525-4217</u>
[ SAN FRANCISCO [ 94102	505 Van Ness Ave 2 <sup>nd</sup> Floor	]
		(415) 703-1402 ]
<u>San Francisco</u>	<u>505 Van Ness Avenue</u> <u>2<sup>nd</sup> Floor</u> <u>San Francisco, CA 94102</u>	<u>(415) 703-1402</u>
[ SANTA ANA [ 92701	2670 N. Main Street Room 370	]
		(714) 558-4151 ]
[ SANTA BARBARA [ 93101	411 East Canon Perdido Room 6	]
		(805) 564-7727 ]
[ SANTA ROSA [ 95404	State Building 50 "D" Street Room 455	]
		(707) 576-2170 ]
[ STOCKTON [ 95202	31 E. Channel Street Room 417	]
		(209) 948-7734 ]
[ VAN NUYS [ 91401	6150 Van Nuys Blvd. Room 315	]
		(818) 901-5022 ]

IMPORTANT INFORMATION FOR PERSONS MOVING  
HOUSEHOLD GOODS (within California)

**IMPORTANT INFORMATION FOR SHIPPERS REGARDING  
HAZARDOUS MATERIALS**

**HAZARDOUS MATERIALS, AS DEFINED BY THE U.S. SECRETARY OF TRANSPORTATION,  
ARE NOT ACCEPTED FOR SHIPPING.**

**SOME OF THE MATERIALS MOST COMMON TO HOUSEHOLD USE ARE INDICATED BELOW:**

- A. COMBUSTIBLE LIQUIDS:     ALCOHOLS (RUBBING)  
                                      LUBRICANTS (MOTOR OILS)  
                                      ANTI-FREEZE COMPOUNDS
- B. CORROSIVES:             ACIDS  
                                      DRAIN CLEANER  
                                      PHOTOGRAPHIC ACIDS USED IN DEVELOPING FILM  
                                      BLEACH  
                                      BATTERIES (WET OR DRY)  
                                      WATER PURIFYING AGENTS USED IN SWIMMING POOLS
- C. EXPLOSIVES:             FIREWORKS  
                                      SMALL ARMS AMMUNITION  
                                      FLASH BULBS
- D. FLAMMABLES:            LIGHTER FLUID  
                                      MATCHES  
                                      WOOD OIL STAINS  
                                      PETROL-CHEMICAL BASED GARDEN SPRAYS  
                                      PAINT OR VARNISH  
                                      PAINT OR VARNISH REMOVERS  
                                      BUTANE / PROPANE / GASOLINE (GARDEN EQUIPMENT)  
                                      SIGNAL FLARES  
                                      CHARCOAL BRIQUETTES
- E. COMPRESSED GASES:     AEROSOL CANS  
                                      FIRE EXTINGUISHERS  
                                      SCUBA DIVING TANKS

**PLEASE CONTACT YOUR MOVER IF YOU HAVE ANY QUESTIONS ABOUT THE ABOVE ITEMS**

# ATTACHMENT C

ORIGINAL

9702/0647

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In The Matter of the Regulation of )  
Used Household Goods Transportation )  
By Truck. )

1.89-11003 **FILED**  
PUBLIC UTILITIES COMMISSION

FEB 21 1997

ADMINISTRATIVE LAW JUDGE'S RULING

SAN FRANCISCO OFFICE

NO. \_\_\_\_\_

Pursuant to Article 13.5 of the Commission's Rules of Practice and Procedure (Rules), on November 8, 1996, a joint motion for adoption of a settlement and stipulation was filed and served by the California Moving and Storage Association (CMSA), Tri-Valley Transportation & Storage Company, and the Office of Ratepayer Advocates (Settling Parties). (Rules 51.1(c) and 51.3.) No comments supporting or opposing the settlement and stipulation (Settlement) have been filed. (Rule 51.4.)

1. Approval Of Settlement

1.1 General

Article 13.5 of the Rules (Rules 51 through 51.10) governs consideration of the Settlement. (Reporter's Transcript (RT) PHC-4, p. 243; Decision (D.) 92-05-028, 44 CPUC2d 211, 219; Article 13.5 continued to Phase III at RT PHC-6, pp. 270-1.) Rule 51.1(e) states that:

"The Commission will not approve stipulations or settlements, whether contested or uncontested, unless the stipulation or settlement is reasonable in light of the whole record, consistent with law, and in the public interest."

That is, the Commission uses three specific tests in judging whether to approve a stipulation or settlement.

Part IV of Settling Parties' motion states that the Settlement is reasonable and in the public interest. The Settlement contains statements showing the Settlement is consistent with law and in the public interest.

Settling Parties can further assist the Commission make its determination whether or not the Settlement meets the Commission's tests for approval by organizing a showing in response to this ruling which addresses each test. (E.g., see Section 4 in D.92-05-028, 44 CPUC2d 211, 229-235, for the Commission's assessment of whether or not the settlement in Phase II met the Commission's tests.) Moreover, Settling Parties may have reasons other than those stated in the motion or Settlement why the Settlement should be approved. Settling Parties should be given the opportunity to provide that support for the Commission's consideration.

Therefore, Settling Parties are invited to make a further showing in support of the Settlement. The showing should separately identify each test in Rule 51.1(e), and state specific reasons and examples why the Settlement meets each test. The support should cite, where appropriate, to specific parts of the Settlement, record and law, as well as state the specific public interest that is being served.

All party settlements must satisfy four preconditions for Commission approval. (See D.92-12-019, 46 CPUC2d 538, 550-1; these tests were articulated by the Commission after the Phase II decision in this proceeding.) Those preconditions are that the proposed all party settlement:

- "a. commands the unanimous sponsorship of all active parties in the instant proceeding;
- b. that the sponsoring parties are fairly reflective of all the affected interests;
- c. that no term of the settlement contravenes statutory provisions or prior Commission decisions; [5] and,
- d. that the settlement conveys to the Commission sufficient information to permit us to discharge our future regulatory obligations with respect to the parties and their interests." (46 CPUC2d 538, 550-1.)

\* \* \*

"[5] In formulating this criteria we do not intend to preclude the sponsoring parties from suggesting changes in established Commission policy or precedent or proposing policy in areas we have yet to address. However, we expect the sponsoring parties to clearly identify those portions of any proposed all party settlement which would require modification of Commission policy or the formulation of heretofore unannounced policy. Our goal is to always make policy amendment a conscious decision of the Commission. Further, the sponsoring parties must understand that the Commission is perfectly free to reject the recommendation by adhering to established policy or refusing to go beyond it." (46 CPUC2d 538, 763.)

An all party settlement need not be endorsed by all parties to a proceeding. For example, the settlement approved in D.92-12-019 was entered into by four parties (46 CPUC2d 538, 548), while there were more than four parties to the proceeding (46 CPUC2d 538, 624). Rather, an all-party settlement is one sponsored by all active parties.

Settling Parties' motion shows that the Settlement commands the unanimous sponsorship of all active parties. That no active party opposes the Settlement is further evident by the fact no party filed comments on the Settlement. The Settlement is apparently an all-party settlement. Settling Parties may comment on this conclusion.

Affected interests are those of carriers, shippers, and the public. Sponsoring parties represent or reflect the interests of carriers, shippers, and the public. Sponsoring parties are apparently fairly reflective of all affected interests. Settling Parties may comment on this conclusion.

Settling Parties are invited to provide further support to show that no term of the Settlement contravenes statutory

provisions or prior Commission decisions (e.g., see Sections 1.2.1, 1.2.3, 1.2.4, 1.2.6 below). Relatedly, Settling Parties should "clearly identify those portions of any proposed all party settlement which would require modification of Commission policy or the formulation of heretofore unannounced policy." (D.92-12-019, 46 CPUC2d 538, 763.)

The Settlement provides information on how prices are to be adjusted, as clarified by Settling Parties response dated December 23, 1996 to the ruling dated December 12, 1996. Moreover, the Settlement explains Settling Parties' proposed program in all issue areas identified by the Commission (i.e., the 15 issues identified by the Commission in Attachment G to D.92-05-028, 44 CPUC2d 211, 334-7), as well as the four issues added by Settling Parties. The Settlement appears to provide sufficient information to permit the Commission to discharge its future regulatory obligations with respect to the parties and their interests. Settling Parties may comment on this conclusion.

## 1.2 Specific

Settling Parties are asked to provide specific reasons why they believe the following elements of the Settlement meet the Commission's tests for approval of a stipulation or settlement (contested, uncontested, all-party), or amend the Settlement as necessary in the following areas.

### 1.2.1 Default Rates (65%) (Issue 2.d)

Maximum Rate Tariff 4 (MAX 4) currently provides for the rates to be 45% below (i.e., 55% of) the maximum fixed rates if the carrier fails to properly and fully complete the required forms. This level was selected to approximate minimum rates. (D.90-12-091, 38, CPUC2d 559, 637-8; D.92-05-028, 44 CPUC2d 211, 230.)

The Settlement increases the default level to 65% of the maximum fixed rates. In the context of the proposed Settlement, Settling Parties are asked to explain how this is reasonable in

light of the whole record, consistent with law, in the public interest, and in conformance with the tests for an all-party settlement (particularly "that no term of the settlement contravenes...prior Commission decisions"). Alternatively, Settling Parties should either amend the settlement to return to the 55% level or, if this is a proposed change in Commission policy or precedent (46 CPUC2d 538, 763, footnote 5), clearly identify this element as a change and provide compelling reasons for its adoption.

**1.2.2 Default Rates (Staff Determination) (Issue 2.d)**

The Settlement provides that:

"if Commission staff determines from a review of a carrier's freight bills, advertising or other sources that the carrier normally or routinely charges less than 65 percent of MAX 4 rates, the applicable rates shall be no more than that carrier's normal or advertised rates."  
(Settlement, page 11.)

The proposed modification to Item 28, paragraph 3 (pages 11-12 of the Settlement) does not refer to the Commission staff determination. Settling Parties are asked to modify the "exception" contained in the Settlement at page 12 to say:

EXCEPTION: If it is determined by Commission staff (with the staff determination subject to appeal to the Commission) that...

Alternatively, Settling Parties may agree on other improved wording, or should explain why the original Settlement-proposed language meets the Commission's tests for adoption of a settlement.

**1.2.3 Initials That Shipper Has Booklet (Issue 5.a.8)**

Settling Parties modify the "Important Information For Persons Moving Household Goods (within California)" booklet (Booklet) in the section titled "About This Booklet" (Settlement, page Appendix D-1) to say:

"In any case, you must initial a statement, on the Consumer Protections and/or Waivers section of the Agreement for Moving Services



(Agreement) or some other suitable document, indicating you have received the booklet."  
(Settlement, Appendix D-1, fourth sentence in first paragraph.)

The reference to "some other suitable document" is new and vague. The Commission's intent, as expressed in MAX 4 and shown by the current Booklet language, is for the shipper's initials to be on the Consumer Protections and/or Waivers Attachment, not another document. No other Commission-approved or Settlement-proposed document provides for the shipper's initials indicating receipt of the Booklet.

Settling Parties are encouraged to amend the Settlement to delete this new Booklet language. Alternatively, Settling Parties must explain how this language meets the Commission's tests for adoption of a settlement, state what document is the other suitable document, and consider amending the Booklet language to make clear what is the other suitable document. If this is a proposed change in Commission policy or precedent (46 CPUC2d 538, 763, footnote 5), Settling Parties should clearly identify this as a change and provide compelling reasons for its adoption.

#### 1.2.4 Receipt of Booklet (Issue 5.a.8)

Settling Parties modify the Important Information Booklet in the section titled "About This Booklet" (Settlement, page Appendix D-1) to say:

"If your carrier does not ensure you have this booklet, and you have not received one, you are eligible for a \$100 refund from your carrier."  
(Settlement, Appendix D-1, fifth sentence in first paragraph.)

The words "and you have not received one" are new. They might be interpreted to mean that even if the carrier does not ensure the shipper has a Booklet by obtaining the shipper's initials, but the shipper has received a Booklet, the shipper is not eligible for a \$100 adjustment to the final bill. This appears inconsistent with the Commission's original language and intent.

Rather, the Commission intends that the initials on the Agreement for Move be a clear and unambiguous test for the \$100 adjustment.

Settling Parties are encouraged to amend the Settlement to return to the Commission's original language. Alternatively, Settling Parties are asked to clarify their interpretation of this new language and show that it meets the Commission's tests for adoption of a settlement.

**1.2.5 Information That May Be Given to Callers (Issue 5.c)**

Settling Parties agree to the specific information that may be disclosed to callers upon caller request via the Commission's toll free "800" telephone number. In particular, callers may be told "whether any formal legal action, which may be described, has been instituted by the Commission against the carrier within the last two years." (Settlement, Issue 5.c.5, page 21.) This seems to preclude staff from advising a caller of a Commission decision if the formal legal action (e.g., an Order Instituting Investigation (OII)) was instituted more than two years before the call, even if the Commission decision is within two years of the date of the call.

Settling Parties are asked to clarify this term of the Settlement. If the term forecloses disclosure of a Commission decision issued within two years of the call--or issued at any time-- because the OII was instituted more than two years before the call, Settling Parties are asked to explain how this term meets the tests for adoption of a settlement. Alternatively, Settling Parties are asked to consider amending the Settlement to state: "whether any formal legal action, which may be described, has been instituted by the Commission against the carrier within the last two years, or any Commission decision regarding the carrier has been issued." Or, Settling Parties may propose improved wording to accomplish this objective.

1.2.6 Commission Proposed Revisions to Forms (Issue 15)

The Commission proposed specific rewording of the Consumer Protections and Waiver Attachment to the Agreement for Move. (See D.92-05-028, Attachment G, Issue 15.a; 44 CPUC2d 211, 336.) The Settling Parties propose different wording.

Settling Parties propose deleting: "Otherwise, your carrier must give you a Booklet at the first of either (1) your first in-person contact or (2) when you receive the Agreement for Move (which can be no later than 3 days before the day of the move)." The Commission-proposed language, however, is intended to make reasonably clear to the shipper when he or she is or is not eligible for a \$100 adjustment in the final bill.

Further, Settling Parties propose rewording Commission-proposed language to say: "You are entitled to payment of \$100 from your carrier if your carrier fails to ensure that you have received the booklet before starting your move." This may imply that the \$100 is applicable only if the booklet is not received before the move starts, perhaps as late as moments before the move begins. In contrast, the Commission intends that the \$100 applies if the carrier does not provide the Booklet at specific times.

The Settling Parties should consider amending the settlement to adopt the Commission's proposed language, consider amending the settlement to propose improved language that accomplishes the Commission's objectives, or explain why providing the Settlement-proposed less specific information meets the Commission's tests for adoption of a stipulation and settlement. Further, the Commission directed that any alternative language be supported by addressing how the alternative meets the Commission's regulatory objectives for this industry, especially consumer protection. (See D.92-05-028, Attachment G, Issue 15 (at pages 4 and 5), 44 CPUC2d 211, 336, citing D.90-12-091, 38 CPUC2d 559, 585.) If the Settling Parties' response is that they prefer to

keep their proposed language, Settling Parties should address how their language meets the Commission's regulatory objectives.

2. Other Issues

2.1 Consistent Language Regarding No Less Than 3 Days  
(Issue 5.a.8)

Settling Parties modify the Important Information Booklet in the Section titled "Maximum Rates" (page Appendix D-3) to say:

"In such circumstances, that mover must issue you a written estimate of total costs three days or more prior to moving day, indicate that maximum rates will be exceeded on the move and obtain your consent to the rates to be charged." (Settlement, Appendix D-3, fourth sentence.)

For consistency with other parts of the Settlement, Settling Parties are asked to consider changing the "three days or more" to say "no less than 3 days."

2.2 Important Information Booklet (Issue 5.a.8)

The last sentence of paragraph 7 in the "Estimates and Costs" section of the Settlement-proposed Important Information Booklet says: "This information must be written on the Agreement..." (Settlement, Appendix C, page 4.) With the new sentence Settling Parties propose before this last sentence, it is now unclear what "this information" is. Settling Parties are asked to consider modifying the Booklet Settlement language to specify what "this information" is, or explain how their language meets the tests for Commission adoption of the Settlement.

2.3 Computer Generated Estimates (Issue 16)

The Settling Parties propose new wording to items 108 and 112. Included in the new wording is "underlined larger than type." Settling Parties are asked to explain this language, or modify the settlement to provide further clarity.

### 3. Other Considerations

#### 3.1 Distance Table 8 (Issue 10.a)

The Settlement retains use of Distance Table 8 (DT 8). At the same time, D.94-03-014 grants a joint petition of the Western Motor Tariff Bureau, Inc. (WMT) and CMSA. D.94-03-014 modifies the definition of distance table to include "any other Distance Table authorized by the Commission for use in connection with rates provided in this tariff." Further, it authorizes the use of WMT Distance Table 8-Z, and reissues thereof, as an alternate to DT 8.

The settlement recognizes that DT 8 "is dated." (Settlement at page 25.) Even though dated, the Commission may not be in a position to update DT 8. Nonetheless, retention of DT 8 may be reasonable because the WMT DT 8-Z alternative is already available, and any carrier may seek authorization from the Commission for the use of any other distance table--including an actual mileage table--when and if that carrier determines that DT 8 and DT 8-Z are no longer reasonable. Similarly, any shipper may ask the Commission to investigate authorizing another distance table. Parties may wish to comment on this assessment of this portion of the Settlement, and proposed implementation of the Settlement.

#### 3.2 Information Disclosed to Public (Issues 5.c, 11, 18)

Settling Parties are very specific about what staff may and may not tell callers over the toll free 800 telephone number. (Settlement Issues 5.c, 11, 18.) Nonetheless, the Settlement is not understood to in any way limit the Commission's responsibility, duty, obligation or authority to respond to any proper or lawful request for information made under the Public Records Act, or any other law, rule or regulation. Parties may wish to comment on this assessment of this element of the Settlement, and proposed implementation of the Settlement.

### 3.3 Form Of Settlement

It is desirable for the Commission to have the Settlement in a form that may be appended to the decision. To facilitate this goal, Settling Parties are asked to provide a copy, if possible, of the Settlement in ASCII text format (or provide a copy on the Commission's office automation (OA) system if it was produced on that system). Or, if Settling Parties change the Settlement, Settling Parties are asked to provide a complete modified Settlement, or amendments to the original Settlement, in ASCII text format (or an OA copy).

IT IS RULED that:

1. Within 30 days of the date of this ruling, Settling Parties may file and serve a response that:

- a. Separately identifies the criteria used by the Commission in determining whether or not to adopt or approve a settlement or stipulation (contested, uncontested, all party) and specifically states reasons and examples to show whether or not the Settlement, or amended Settlement, meets each test. The support shall cite, where appropriate, to specific parts of the Settlement, amended Settlement, record and law, as well as state the specific public interest that is being served. Settling Parties shall specifically include information to show whether or not the Settlement, or amended Settlement, meets the tests for an all party settlement. Settling Parties shall also clearly identify those portions of the Settlement, or amended Settlement, which require modification of Commission policy or the formulation of heretofore unannounced policy.
- b. Provides specific reasons why the Settlement does or does not meet the Commission's tests for approval, clarifies the Settlement, or amends the Settlement in the areas discussed in the ruling above (i.e., Sections 1:2.1 through 2.3 covering default rates (65%), default rates (staff


determination), initials that shipper has Booklet, receipt of Booklet, information that may be given to callers, Commission proposed revisions to forms, consistent language regarding no less than 3 days, Important Information Booklet, and computer generated estimates).

2. Within 30 days of the date of this ruling, parties may file and serve a response that comments on the assessment and implementation of the Settlement with respect to Distance Table 8 and information disclosed to the public, (i.e., Sections 3.1 and 3.2 above).

3. Amendments to the Settlement must be subscribed to in writing by each person signing the original Settlement, or a current representative of each party signing the original Settlement authorized by that party to be its representative, for the amendment to be recognized as a valid amendment. Clarifications to the Settlement must be subscribed to in writing by each person signing the original Settlement, or a current representative of each party signing the original Settlement authorized by that party to be its representative, for the clarification to be recognized as one joined in by all parties to the original Settlement.

4. In response to this ruling, Settling Parties are asked to provide the Settlement, amended Settlement, and/or amendments to the Settlement, in ASCII text format (or the Commission's office automation format if produced on that system).

Dated February 21, 1997, at San Francisco, California.

  
Burton W. Mattson  
Administrative Law Judge

I.89-11-003 ALJ/BWM/tcg

# ATTACHMENT D



ORIGINAL

470410378  
ORIGINAL

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

**FILED**  
PUBLIC UTILITIES COMMISSION

MAR 31 1997

In the Matter of the Regulation of  
Used Household Goods Transportation  
by Truck.

) SAN FRANCISCO OFFICE  
) NO. 1.89-11-003  
) (Filed November 3, 1989)  
)

COMMENTS OF THE SETTLING PARTIES  
AND  
AMENDMENTS TO SETTLEMENT AND STIPULATION

IN RESPONSE TO RULING OF  
ADMINISTRATIVE LAW JUDGE MATTSON  
DATED FEBRUARY 21, 1997

DOUG HILL, PRESIDENT, CMSA  
California Moving and  
Storage Association  
4281 Katella Ave., Ste. 205  
Los Alamitos, CA 90720-3562

LYNN A. MAACK, PROJECT MANAGER  
Office of Ratepayer Advocates  
505 Van Ness Avenue  
San Francisco, CA 94102

EDWARD J. HEGARTY, ESQ.  
Attorney for California  
Moving and Storage Assoc.  
P. O. Box 699  
Orinda, CA 94563

MICHAEL D. McNAMARA  
Office of Ratepayer Advocates  
505 Van Ness Avenue  
San Francisco, CA 94102

WILLIAM COLWELL  
Tri-Valley Transportation  
& Storage Co.  
5481 Brisa Street  
Livermore, CA 94550

DATED: March 31, 1997

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Regulation of  
Used Household Goods Transportation  
by Truck.

)  
) I.89-11-003  
) (Filed November 3, 1989)  
)

COMMENTS OF THE SETTLING PARTIES  
AND  
AMENDMENTS TO SETTLEMENT AND STIPULATION

IN RESPONSE TO RULING OF  
ADMINISTRATIVE LAW JUDGE MATTSON  
DATED FEBRUARY 21, 1997

A. INTRODUCTION

This filing is in response to the Administrative Law Judge's (ALJ) Ruling issued February 21, 1997 by ALJ Burton W. Mattson. The ruling asks the active parties in this investigation to clarify and/or amend the Settlement Agreement and Stipulation filed November 8, 1996, in whole and in specific part, in order to better demonstrate that the Settlement meets the Commission's criteria for adoption of settlements. The ALJ Ruling required a response within 30 days of its mailing, which would be March 24. Unable to meet that deadline due to other commitments, the Settling Parties asked ALJ Mattson for an additional week and received oral permission to file the response on March 31, 1997.

This response contains the comments and clarifications of the Settling Parties on specific elements of the Settlement Agreement the Ruling finds questionable and identifies portions of the Settlement Agreement the Settling Parties agree to amend. This response also demonstrates that the Settlement Agreement filed November 8, 1997, as clarified and amended herein, meets the criteria established by the Commission for adoption of all-party settlements.

To the extent it contains provisions changing the Settlement Agreement, this document, signed by the parties who signed the

original Settlement Agreement, constitutes an amendment to that Settlement Agreement.

The Settling Parties will ensure that the Settlement Agreement and this document are provided to the Commission electronically, on the Commission's office automation (OA) system, as requested in the ALJ Ruling. Electronic copies of the Appendices to the Settlement Agreement, which were not created on the Commission's OA system, have already been furnished to staff.

**B. THE SETTLEMENT AGREEMENT MEETS THE COMMISSION'S CRITERIA FOR ADOPTION OF SETTLEMENTS (ALJ Ruling para. 1.1)**

Article 13.5 of the Commission's Rules of Practice and Procedure (Rules) governs consideration of the Settlement. The Commission uses three specific tests in determining whether to approve a stipulation or settlement. These tests are stated in Article 13.5, Rule 51.1(e) as follows:

The Commission will not approve stipulations or settlements, whether contested or uncontested, unless the stipulation or settlement is reasonable in light of the whole record, consistent with the law, and in the public interest.

**1. The Settlement is Reasonable in Light of the Whole Record**

The Phase III issues delineated by the Commission in D.92-05-028 cover fifteen separate subject areas with numerous subtopics. The Phase III issues provided opportunity for the Settling Parties to reevaluate and refine the maximum rate program and its expanded consumer protections which first became effective pursuant to D.92-05-028 on November 1, 1992. In the Settlement which has been filed for adoption by the Commission, the Settling Parties have reached agreement on each of the Phase III issues as well as on four additional issues which have been added.

The Phase III issues as specified in D.92-05-028 are a direct product of the record as developed starting from the initial stages of I.89-11-003 and the resulting Interim Decision of the Commission in D.90-12-091. In negotiating the Phase III issues, the Settling Parties' overall goal was to attempt to reach agreements which further the Commission's policy of consumer protection while, at the same time, allow the MAX 4 program to function more effectively for public benefit.

The Settlement is reasonable in light of the whole record. For example, regarding future adjustments to maximum rate levels, the Settling Parties have agreed to a methodology that incorporates a measure of change in cost (inflation), adjusted by a measure in industry output (productivity). The resulting adjustments will require carriers to promote efficiency and economy of operation and to constantly strive for higher productivity in order to offset future increases in cost. Regarding maximum rate levels, the Settling Parties have also corrected a conversion error in the development of Van & 1 rates which had been carried forward to MAX 4 rates. The result is an agreement of the Settling Parties to reduce MAX 4 Van & 1 rates in all three territories in a range of 2.2 to 2.5 percent.

The Settling Parties have also corrected an error in the original setting of a default rate in a situation where the carrier fails to properly and fully document a shipment. The Settlement, as amended herein, contains several improvements in tariff rules and documentation requirements which will make MAX 4 more workable and focused in terms of consumer protection.

The agreements of the Settling Parties are consistent with the policies of the Commission as expressed in Interim Decision 92-05-028 and are reasonable in light of the whole record. This conclusion includes the four issues which have been added and agreed upon by the Settling Parties. These four agreed upon issues would allow computer-generated estimates while preserving consumer protections in providing estimates of moving cost, clarify MAX 4 regarding carrier liability for loss and damage, assure competent Commission staff response to consumers using the Commission's 800 telephone number for assistance, and delete from

MAX 4 all provisions relating to office, store, or institutional furniture and fixture moves which have been exempted from state regulation of rates, routes and services by the federal ICC Termination Act of 1995.

The Settling Parties contend and throughout the Settlement have provided numerous reasons why the Settlement is reasonable in light of the whole record. The complete Settlement was served on all parties. No party contends the Settlement is unreasonable in light of the whole record.

## 2. The Settlement is Consistent With the Law

The Legislature directs the Commission's regulation of the used household goods transportation industry, primarily through the Household Goods Carriers Act, Public Utilities Code (Code), Section 5101 et seq. These sections allow Commission establishment of a maximum rate program and Commission issuance of rules for the performance of all services of the character furnished or supplied by household goods carriers (Code, Sections 5191, 5139). The Commission's maximum rate program and its inclusive consumer protections are consistent with the law and no party contends to the contrary.

Since the issuance of the Commission's Interim Opinion in D.92-05-028, there have been two amendments to the statutes governing used household goods carriers which relate to the Settlement and its consistency with the law.

The first was the enactment of A.B. 877 in 1995 (Stats. 1995, Chapter 361, Section 2) which amended Code Section 5191 to provide a methodology to establish final maximum rates and a procedure to annually update maximum rates. In the Settlement, the Settling Parties have explained the amendments to Code Section 5191 and have structured the Settlement to be consistent with this statute as amended.

The second change in statute which is pertinent was the enactment of the federal ICC Termination Act of 1995. As relevant to the regulation of used household goods carriers in California, the enactment of this statute exempted from state

regulation the rates, routes and services of carriers engaged in transporting office, store and institutional furniture and fixtures. Until the passage of that federal Act, office, store and institutional furniture and fixtures had been subject to Public Utilities Commission regulation as within the definition of household goods subject to regulation (Code, Section 5109). In Issue No. 19 of the Settlement, Settling Parties have agreed to modify MAX 4 by deleting reference to the regulation of office, store and institutional furniture and fixtures by the Commission in order to conform to federal law.

The entire Settlement before the Commission for its adoption is consistent with the law and no party claims otherwise.

### 3. The Settlement is in the Public Interest

MAX 4 has been effective since November, 1992. In considering Phase III issues, the Settling Parties have had over four years experience assessing the effectiveness of the MAX 4 program and the consumer protections afforded by that tariff. It is their considered belief that refinement rather than significant change is what is needed to improve the MAX 4 program.

In the Settlement, the two 3-day rules are retained because experience has shown that both rules are workable and provide important benefit to consumers. The Settling Parties have agreed on several minor changes in the documentation of household goods shipments. These changes generally relocate or clarify the consumer protections of MAX 4 to better place carrier and shipper responsibilities in the moving process. In the Settlement, the Settling Parties have strived to convey any changes in consumer protections in a context that is factual and in furtherance of the Commission's intent that consumers of moving services be fairly and fully informed, both before and during a move.

The Settling Parties have extensively negotiated for over four years the numerous issues involved in Phase III of this proceeding. These parties have all been closely involved in I.89-11-003 since its inception and all are knowledgeable and

experienced in the transportation of used household goods and the MAX 4 program itself. In agreeing to the Settlement, they have used their collective experience to produce a proper balance to make the tariff workable for carriers while, at the same time, retaining and improving the consumer protections that have been found in prior Commission decisions in this proceeding to be in the public interest. The Settlement represents resolution of the Phase III issues that the Settling Parties all agree is in the public interest. It does so in a manner that eliminates the need for major commitment of time and resources that would otherwise be required to litigate these issues.

The Settlement is also an all party settlement which satisfies the four preconditions for approval as set forth in D.92-12-019, 46 CPUC 2d 538, 550-551. In his ruling of February 21, 1997, the ALJ states these four preconditions and, after discussion of them as related to the Settlement, he concludes:

- a. that the Settlement commands the unanimous sponsorship of all active parties to the proceeding;
- b. that the sponsoring parties are fairly reflective of all affected interests; and
- c. that the Settlement conveys to the Commission sufficient information to permit it to discharge future regulatory obligations with respect to the parties and their interests.

The Settling Parties agree with the ALJ's assessment and conclusions with regard to these three preconditions to an all party settlement. Each of these preconditions has been satisfied.

The Settling Parties were invited to provide further support to show that no term of the Settlement contravenes statutory provisions or prior Commission decisions, the fourth precondition to an all party settlement. As the Settlement is amended by these comments and amendments, no term of the Settlement contravenes statutory provisions or prior Commission decisions. The specific terms of the Settlement cited by the ALJ as possibly modifying policy contained in prior Commission decisions have

been amended or explained to demonstrate consistency with prior Commission policy and decisions. To the best of Settling Parties' knowledge, the Settlement is in accord with prior commission decisions and policy and with all statutory provisions applicable to used household goods carriers. No party claims otherwise.

C. COMMENTS OF THE SETTLING PARTIES ON SPECIFICS AND/OR AMENDMENTS TO SETTLEMENT AGREEMENT

1. Default rates (Phase III Issue 2.d.) (ALJ Ruling paras. 1.2.1 and 1.2.2)

The Ruling asks for explanation and justification of the Settlement's increase in the rate level to apply in the case of failure of a carrier to properly and fully document a shipment. (ALJ Ruling, para. 1.2.1) The Settling Parties aver that the Settlement's resolution of Issue 2.d. satisfies the Commission's original intent in setting a default rate, corrects an error in the original setting of that rate level<sup>1</sup> and improves the tariff by establishing focused consumer protection where it may be needed.

---

1.. The error is a conceptual one, first appearing in D.90-12-091, which adopted MAX 4. In that decision at page 155, the Commission established the default rate at 30 percent below the maximum fixed rates. The stated rationale was that this reduction would "approximate the same result we have now" with respect to default rates. In other words, the applicable default rate was intended to have been the old MRT rate. However, the error becomes apparent at this point. The decision acknowledged that MAX 4 rates were to be 30 percent above MRT 4-C rates; it then postulated that a 30 percent reduction in the MAX 4 rates would be the same as the MRT rates. This is mathematically incorrect. And a comparison of the MAX 4 rates in that decision with MRT 4-C rates shows that the 30 percent reduction resulted in default rates well below the MRT 4-C levels. We do not believe that was the intent of the Commission at that time, nor do we believe it is the intent today.



Maximum Rate Tariff (MAX) 4, Item 28, currently specifies that the "default" rate level that will apply in this situation will be 45% below the maximum fixed rates in the tariff. The Settling Parties agreed to a change in this rate level to 35% below MAX 4 levels, and restated it as "65% of" MAX 4 rates.

The agreement of the Settling Parties on this issue stems in part from a review of provisions of Decisions (D.) 90-12-091 and 92-05-028 in this proceeding. It also relies on a portion of the Settlement Agreement in Phase II, wherein the Settling Parties stated,

Parties agree to a meaningful adjustment of charges from maximum rates for documentation failure in violation of MAX 4, Item 28, as finally written. Such adjustment of charges will be a factor that will accomplish reduction of transportation charges to the base level (the level before the CPI-U increase percentage plus the 10 percent maximum rate factor were applied). This adjustment factor will apply to all rates. (p.18, at A8.)

The intent of the Settling Parties was to make the default rate level approximately the level of the minimum rates in canceled Minimum Rate Tariff (MRT) 4-C. Decision (D.) 92-05-028 recognized this intended result in its recapitulation of features of the Phase II Settlement wherein it stated that the Phase II Settlement contained "A percentage adjustment to the maximum fixed rates for documentation failures, producing rates that approximate minimum rates;...". (D.92-05-028, p.33, para. No. 5) However, the Phase II Settlement did not specify the percent figure to be used in Item 28 of MAX 4 to accomplish the intended result. This omission led to an inadvertent mathematical error by staff in determination of the applicable percentage reduction, which appeared in Item 28 of MAX 4, effectuated by D.92-05-028, as "...45 percent below the maximum fixed rates...". (emphasis in original) Presumably, this percentage reduction is based on the same premise used in setting the original default rate level in D.90-12-091 and using the fact that the Settlement's rates

were on average about 45 percent above the MRT 4-C rates. Therein lies the error.

A calculation comparing the original rates in MAX 4, effective November 1, 1992, with those in MRT 4-C when canceled shows that the "65 percent of" figure used by the Settling Parties in the Phase III Settlement is appropriate. The original Straight Time rate in MAX 4, Item 320, (Original Page 61) for a Unit of equipment and two persons (driver and helper) in Territory A is \$118.05 per hour. The comparable rate in MRT 4-C, Item 320, (Original Page 54) was \$77.50. Sixty-five percent of MAX 4's \$118.05 is \$76.75 (rounded), which is a "meaningful" reduction from maximum fixed rates and reasonably close to the MRT 4-C rate. Forty-five percent below the \$118.05 rate, however, is \$64.90, which is significantly (16%) less than the MRT 4-C rate, and hence, considerably less than intended by either the Settling Parties or the Commission.

The Settling Parties submit that the Phase III Settlement Agreement is correct on the issue of default rates. The agreed-upon result is consistent with both the law and what we believe was the intent of the Commission in its original establishment of a percentage reduction from maximum fixed rates for documentation failure. Although the Settlement Agreement in Phase III includes a change in the current default rate level, that change is a correction of a mathematical error, not a change in Commission policy.

In addition, the Settlement recognizes that some carriers may normally charge less than 35 percent below MAX 4. The Settlement accommodates this situation by new rule which focuses the desired consumer protection where its need may be greatest. It allows for a default rate even less than the 65 percent of MAX 4 in cases that meet the criteria set forth in the Settlement's EXCEPTION paragraph in Item 28 of the tariff. The ALJ Ruling proposes rewording of the EXCEPTION paragraph to clarify who would determine whether the criteria apply. (ALJ Ruling, para. 1.2.2) The Settling Parties agree that it would be the Commission staff that would make such a determination and that the ALJ's proposed language is acceptable.

Inasmuch as the Settlement in Phase III is in accordance with the Commission's intent on this specific consumer protection element, corrects a mathematical error and accommodates special circumstances requiring bolder consumer protection measures, we submit that its adoption would serve the public interest.

2. Initials That Shipper Has Booklet (Phase III Issue 5.a.8)  
(ALJ Ruling para. 1.2.3)

The Settling Parties agree to the ALJ's proposal to strike the phrase, "or some other suitable document," from the Settlement Agreement's response to Issue 5.a.8.

3. Receipt of Booklet (Phase III Issue 5.a.8) (ALJ Ruling para. 1.2.4)

The intent of the Settling Parties in their revision to the language in the Important Information Booklet concerning shippers' eligibility for a \$100 refund from the carrier if the carrier fails to ensure the shippers receive a booklet was not to abridge the rights of the shipper nor to compromise the Commission's program. Rather, the intent was to accommodate situations where the shipper has received a booklet from another carrier, informs the selected carrier of that fact and does not want or refuses an additional booklet from the selected carrier who actually performs the service. The ALJ Ruling provides an interpretation that presumes the shipper's initials have not been obtained. That was not the presumption nor the intent of the

Settling Parties<sup>2</sup>. However, we recognize the validity of the interpretation and agree that the original language in MAX 4 is sufficient. We amend the Settlement accordingly, by deleting the phrase, "and you have not received one".

4. Information That May Be Given to Callers (Phase III Issue 5.c)  
(ALJ Ruling para. 1.2.5)

The Ruling raises valid concern about the Settlement's resolution of the issue about information that may be disclosed to callers calling the Commission's toll-free "800" number. The Settling Parties intended that formal, legal Commission action taken be disclosable, whether beginning, ongoing or ending. We acknowledge that the word "instituted" is restrictive and would not necessarily include the issuance of Commission decisions in the last two years. Accordingly, we agree to amend the Settlement Agreement by incorporating the following language in lieu of that in the Settlement Agreement originally submitted:

5. whether any formal legal action, which may be described, has either been instituted by the Commission against the carrier or been the subject of a Commission decision within the last two years.

This language differs from the language suggested in the ALJ Ruling, but the Settling Parties believe their language better conveys the desired meaning.

---

2. See the Settlement Agreement, p. 32, para. #1. on this point, where the Settling Parties' revised booklet receipt acknowledgment line is prefaced by "Please initial below to acknowledge you have received the booklet from either your carrier or another source." (emphasis in original) The shipper's initial signifying receipt is integral to the program as envisioned in the Settlement Agreement.

5. Commission Proposed Revisions to Forms (Phase III Issue 15)  
(ALJ Ruling para. 1.2.6)

The Settling Parties agree to modify the Settlement Agreement to incorporate the language proposed in D.92-05-028, Attachment H, except that the phrase "adjustment of \$100 on your final bill" is to be "payment of \$100 from your carrier", as explained on page 31 of the Settlement Agreement.

6. Consistent Language Regarding No Less Than 3 Days (Phase III Issue 5.a.8) (ALJ Ruling para. 2.1)

The Settling Parties agree to change the language in the Settlement Agreement's revised Important Information Booklet, Maximum Rates paragraph, as suggested by the ALJ Ruling. Accordingly, the phrase "three days or more" is amended to read, "no less than 3 days". This change maintains consistency of phrasing in the Settlement Agreement and MAX 4 with respect to the 3-day rules.

7. Important Information Booklet (Phase III Issue 5.a.8) (ALJ Ruling para. 2.2)

The Settling Parties agree that the language in the Settlement Agreement in paragraph 7, last sentence, in the "Estimates and Costs" section of the Important Information Booklet is unclear. Accordingly, the words "This information" are deleted and the sentence in the Settlement Agreement is amended to read, "This Not To Exceed Price must be written on the Agreement along with any minimums that may apply and specific details of the move." This amendment makes it clear what information is required.

8. Computer Generated Estimates (Phase III Issue 16) (ALJ Ruling para. 2.3)

The Ruling points out wording in the Settlement Agreement's revised MAX 4 Items 108 and 112 that is confusing. The words, "underlined larger than type" in both revised items is a typographical error. The words "underlined larger than" should be deleted, along with the preceding comma. The correct sentence in both items should read, in relevant part, "...the title shall be in bold type, double underlined...."

9. Distance Table 8 (Phase III Issue 10.a) (ALJ Ruling para.3.1)

The Settling Parties decline to comment on this item.

10. Information Disclosed to Public (Phase III Issues 5.c, 11, 18) (ALJ Ruling para. 3.2)

The Ruling acknowledges the Settlement Agreement's specification of information that may be disclosed to the public via the Commission's toll-free 800 telephone number and distinguishes between such information and other information the Commission may be obligated to release under other authority. The Settling Parties see no conflict here. We addressed only the issue of information to be released to callers on the 800 number. Accordingly, the Settlement Agreement refers only to routine calls to the 800 number, which are handled by assigned staff. It does not address the broader issue of release of information under higher authority, nor does it presume to abrogate the Commission's duty to release such information. Moreover, we have no objection to the drawing of this distinction in the Commission's decision on the Settlement Agreement.

10. Form of Settlement (ALJ Ruling para. 3.3)

The Settlement Agreement was produced on the Commission's Office Automation (OA) system. The Settling Parties will provide the Commission a copy of this response to the ALJ Ruling, along with a complete copy of the body of the original Settlement Agreement, on the OA system. As stated in the introduction herein, an electronic copy of the appendices to the Settlement Agreement not produced on the OA system has already been provided to staff.

CALIFORNIA MOVING AND  
STORAGE ASSOCIATION

By: *Edward J. Hegarty*  
for Douglas Hill, President  
*with his authority*

Date: 3/27/97

Representing California  
Moving and Storage Assoc.  
4281 Katella Ave., Ste 205  
Los Alamitos, CA 90720-3562

Telephone (714) 527-7866

OFFICE OF RATEPAYER  
ADVOCATES

By: *Lynn A. Maack*  
Lynn A. Maack  
Project Manager

Date: 3/31/97

For the Office of  
Ratepayer Advocates  
505 Van Ness Avenue  
San Francisco, CA 94102

Telephone (415) 703-1628

CALIFORNIA MOVING AND  
STORAGE ASSOCIATION

By: *Edward J. Hegarty*  
Edward J. Hegarty, Esq.

Date: 3/27/97

Attorney for California  
Moving and Storage Assoc.  
P. O. Box 699  
Orinda, CA 94563

Telephone (510) 254-9075

OFFICE OF RATEPAYER  
ADVOCATES

By: *Michael D. McNamara*  
Michael D. McNamara  
Program Manager  
Market Development Branch

Date: 3/31/97

For the Office of  
Ratepayer Advocates  
505 Van Ness Ave.  
San Francisco, CA 94102

Telephone (415) 703-2265

TRI-VALLEY TRANSPORTATION

By: *William Colwell*  
for William Colwell *with his authority*

Date: 3/27/97

Representing Tri-Valley  
Transportation & Storage Co.  
5481 Brisa Street  
Livermore, CA 94550

Telephone (510) 373-0511



LS9-11-003 ALJ/BWM/tcg

# ATTACHMENT E

MAXIMUM RATE TARIFF 4  
NAMING  
MAXIMUM RATES AND RULES  
FOR THE  
TRANSPORTATION OF USED PROPERTY, NAMELY:  
HOUSEHOLD GOODS AND PERSONAL EFFECTS  
OVER THE PUBLIC HIGHWAYS  
WITHIN THE STATE OF CALIFORNIA  
BY  
HOUSEHOLD GOODS CARRIERS

(Cancels Supplement 5)

---

Issued by the  
PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA  
Governor Edmund G. "Pat" Brown Building  
505 Van Ness Avenue  
San Francisco, California, 94102

---

**MAXIMUM RATE TARIFF 4**First Revised Page ii  
Cancels  
Original Page ii**TABLE OF CONTENTS**

	ITEM	PAGE
EXPLANATION OF SYMBOLS		i
FORMS OF DOCUMENTS:		
	450	84
Agreement for Moving Services.....	400	72
Basis for Carrier's Estimated Cost of Services.....	440	81
Change Order for Services.....	420	78
Estimated Cost of Services.....	470	89
Important Information for Persons Moving Household Goods.....		
Shipping Order and Freight Bill for Used Household Goods and Related Articles.....	460	87
Table of Measurements and Estimate.....	410	73
RATES:		
Distance Piece Rates.....	330	63
Distance Rates Region 1.....	300	57
Distance Rates Region 2.....	310	59
Distance Rates to or from Storage Region 1.....	380	67
Distance Rates to or from Storage Region 2.....	390	69
Hourly Rates.....	320	61
Packing/Unpacking and Container Rates.....	340	64
REGIONS AND TERRITORIES:		
Application of Regional and Territorial Descriptions.....	200	51
Description of Regions.....	220	51
Description of Territories.....	210	51
Map of Territories as Described in Item 210.....	230	54
Map of Regions as Described in Item 220.....	240	55
RULES:		
Advanced Charges.....	180	48
Agreement for Moving Services.....	128	29
Alternate Application of Rates.....	20	7
Appliance Servicing.....	176	47
Application of Rates.....	16	6
Application of Tariff—Carriers.....	8	4
Application of Tariff—Commodities.....	12	5
Basis for Carrier's Estimated Cost of Services.....	112	27

EFFECTIVE AS SHOWN ON TITLE PAGE

# MAXIMUM RATE TARIFF 4

First Revised Page iii  
Cancels  
Original Page iii

## TABLE OF CONTENTS (Concluded)

	ITEM	PAGE
RULES:		
Change Order for Services.....	120	28
Charges Collected by One Carrier for Another.....	68	12
Claim Settlement Service Charge.....	94	21
Claims for Loss or Damage.....	92	16
Collection of Charges.....	104	24
Computation of Distances.....	40	10
Computation of Time Under the Hourly Rates Named in Items 320 and 340.....	36	9
Declaration of Value—Valuation Rates.....	136	35
Definition of Technical Terms.....	4	2
Delays in Pickup or Delivery.....	100	23
Disassembling or Reassembling.....	172	47
Disposition of Fractions.....	32	8
Diverted Shipments.....	60	11
Estimated Cost of Services.....	108	25
Flight Carry and Long Carry Rates.....	140	38
Inability To Make Delivery.....	96	22
Levels of Rates Quoted and Assessed.....	24	7
Light and Bulky Articles.....	164	43
Mixed Shipments.....	56	11
Notification to Shipper of Charges.....	84	13
Observance of Quoted Rates and Charges.....	28	7
Payment of Commissions.....	72	12
References to Items, Other Tariffs and Other Documents.....	76	12
Relationships with the Public.....	88	13
Rigging, Hoisting and Lowering.....	168	46
Shipments to be Rated Separately.....	52	10
Shipments Transported by Two or More Carriers.....	64	11
Shipping Order and Freight Bill.....	132	34
Shuttle Service.....	184	48
Split Delivery.....	152	40
Split Pickup.....	148	39
Split Pickup and Split Delivery in Combination.....	156	41
Table of Measurements and Estimate.....	116	27
Storage-in-Transit.....	160	42
Units of Measurement to be Observed.....	44	10
Valuation (See Declaration of Value)		
Weights and Weighing.....	80	12

EFFECTIVE AS SHOWN ON TITLE PAGE

**MAXIMUM RATE TARIFF 4**

**SECTION 1  
RULES**

**EFFECTIVE AS SHOWN ON TITLE PAGE**

**MAXIMUM RATE TARIFF 4**

**ITEM 4\***  
**DEFINITION OF TECHNICAL TERMS**

**CARRIER** means household goods carrier as defined in the Household Goods Carriers Act.

**COMMISSION** means the Public Utilities Commission of the State of California.

**COMPONENT PART** means any part of a shipment separately received by the carrier whether or not such part is separately delivered by the carrier, and, any part of a shipment separately delivered by the carrier whether or not such part is separately received by the carrier.

**CONSIGNEE** means the person named in the bill of lading to whom or to whose order the bill promises delivery.

**CONSIGNOR** means the person named in the bill of lading as the person from whom the goods have been received for shipment.

**CREDIT CARD** means a card defined in Section 484(d) of the Penal Code of the State of California, other than a card issued by the carrier, including bank credit cards and cards issued by major credit card companies.

**DEBTOR** means the person(s) and/or corporation(s) obligated to pay a freight charge of a carrier.

**DISTANCE TABLE** means Distance Table 8 issued by the Commission, or successive issues thereof, or any other distance table authorized by the Commission for use in connection with rates provided in this tariff.

**ESTIMATED COST OF SERVICES** means a written document prepared by the carrier and furnished to the shipper, which shows the total cost estimated by the carrier for the services as described thereon.

**MAXIMUM FIXED RATE** means any specific rate named in this tariff. Carriers may not charge a rate higher than a maximum fixed rate, except under the rules in Item 108 (Estimated Cost of Services).

**MOTOR VEHICLE** means any motor truck, tractor or other self-propelled highway vehicle used for transportation of property over the public highways, and any trailer, semi-trailer, dolly or other vehicle drawn thereby.

**NOT TO EXCEED PRICE** means the maximum charge that may be assessed on a shipment, as enumerated on the Agreement for Moving Services, subject to any Change Order for Services.

**EFFECTIVE AS SHOWN ON TITLE PAGE**

**MAXIMUM RATE TARIFF 4****ITEM 4 (Continued)  
DEFINITION OF TECHNICAL TERMS**

**PACKING** means any accessorial service performed in preparing a shipment (or portion thereof), prior to loading, except services for which rates and charges are otherwise provided in this tariff.

**POINT OF DESTINATION** means the precise location at which property is tendered for physical delivery into the custody of the consignee or his agent. All locations shall be considered as one point of destination which are within a radius of:

- (a) 50 feet from a single point, or
- (b) 300 feet from a single point on a single piece of property of a single consignee.

**POINT OF ORIGIN** means the precise location at which property is physically delivered by the consignor or his agent into the custody of the carrier for transportation. All locations shall be considered as one point of origin which are within a radius of:

- (a) 50 feet from a single point, or
- (b) 300 feet from a single point on a single piece of property of a single consignor.

**RATE** means any unit charge for service including the rating, governing rules, and the accessorial charges applying in connection with that service.

**REGION** means one of the regions described in Section 2.

**SHIPMENT** means a quantity of property tendered for transportation to one carrier, at a time, on one shipping document by:

- (a) One shipper at one point of origin for one consignee at one point of destination; or
- (b) One shipper at more than one point of origin (or more than one shipper at one or more points of origin), for one consignee or one point of destination (Split Pickup); or,
- (c) One shipper at one point of origin for one consignee at more than one point of destination (or for more than one consignee at one or more points of destination) (Split Delivery); or,

**EFFECTIVE AS SHOWN ON TITLE PAGE**

**MAXIMUM RATE TARIFF 4**

**ITEM 4 (Concluded)  
DEFINITION OF TECHNICAL TERMS**

(d) One shipper at more than one point of origin (or more than one shipper at one or more points of destination) (Split Pickup and Delivery in Combination); or,

(e) One or more shippers in a manner described in subparagraphs (a), (b), or (c) above to and from one point of storage-in-transit, except as provided in Note 1 of Item 160.

**SHIPPER** means the party who contracts with a carrier to cause property to be moved from one place to another.

**STATE ROUTE** means the numbered highway route designated by California State Highway sign number.

**STORAGE-IN-TRANSIT** means storage of a shipment at request of consignor or consignee at one point between point(s) of origin and point(s) of destination for a period not to exceed 90 days.

**TERRITORY** means one of the territories described in Section 2.

**UNIT OF EQUIPMENT** means one or more motor vehicles physically connected to form a complete unit.

**UNPACKING** means any accessorial service performed in connection with delivery of a shipment (or portion thereof), subsequent to unloading, except services for which rates and charges are otherwise provided in this tariff.

---

**ITEM 8  
APPLICATION OF TARIFF--CARRIERS**

1. Rates provided in this tariff are maximum fixed rates, established pursuant to the Household Goods Carriers Act. They apply for the transportation of commodities described in Item 12 (Application of Tariff--Commodities) by household goods carriers.

2. The rates and rules named in this tariff shall not apply to transportation by independent-contractor subhaulers when such transportation is performed for other carriers. This exception shall not be construed to exempt from the tariff provisions carriers for whom the independent contractors are performing transportation services (see NOTE).

**EFFECTIVE AS SHOWN ON TITLE PAGE**



**MAXIMUM RATE TARIFF 4****ITEM 8 (Concluded)  
APPLICATION OF TARIFF--CARRIERS**

**NOTE:** INDEPENDENT-CONTRACTOR SUBHAULER means any carrier who renders service for a principal carrier, for a specific recompense, for a specific result, under the control of the principal carrier as to the result of the work only and not as to the means by which such result is accomplished.

---

**ITEM 12\*/\*\*  
APPLICATION OF TARIFF--COMMODITIES**

1. Except as otherwise provided by paragraph 2, rates in this tariff apply to transportation of the following used property:

(a) Household goods, namely: household or personal effects such as furniture, furnishings, clothing, radios, musical instruments, stoves and refrigerators.

2. Rates in this tariff shall not apply to the following:

(a) Office and store fixtures and equipment, namely: furniture, furnishings and equipment such as are used in an office, store, hospital, library, museum, place of learning or other institution.

(b) Property transported from, to or between the place or places of business of a dealer in or auctioneer of the property described in paragraph 1 hereof, in connection with such a business.

(c) Property of the United States, state, county or municipal governments or property transported under an agreement whereby the governments contracted for the carrier's service.

(d) Baggage, except when transported in mixed shipments under the provisions of Item 56 (Mixed Shipments).

(e) Property shipped to or from producers of motion pictures or television shows when transported subject to the rates, rules and regulations provided by Decision 33226, in Cases 4246 and 4434, as amended.

(f) Property transported for a displaced person when the cost thereof is borne by a public entity as provided in Section 7262 of the Government Code.

(g) Disaster supplies, i.e. those commodities which are allocated to provide relief during a state of extreme emergency or state of disaster; and those commodities which are transported for a civil defense or disaster organization established and functioning in accordance with the California Disaster Act, to ultimate point of storage or use, prior to or during a state of disaster or state of extreme emergency.

**EFFECTIVE AS SHOWN ON TITLE PAGE**

**ITEM 12 (Concluded)**  
**APPLICATION OF TARIFF--COMMODITIES**

(h) Contents of trailer coaches and campers, or furniture and other personal effects for use outside of trailer coaches, when transported in conjunction with such vehicles.

---

**ITEM 16**  
**APPLICATION OF RATES**

1. The rates provided in Items 300 and 310 (Distance Rates), Item 320 (Hourly Rates) and Item 330 (Distance Piece Rates) are for the transportation of shipments from point of origin to point of destination; except that Items 300, 310 and 330 do not apply for transportation to or from storage or storage-in-transit. The rates in Items 380 and 390 (Transportation To Or From Storage) and Item 320 (Hourly Rates) are for transportation of shipments from point of origin to point of storage or storage-in-transit; or from point of storage or storage-in-transit to point of destination. These rates include pickup and delivery, subject to Item 140 (Flight and Long Carry Rates).

(a) For transportation of shipments for distances of 100 constructive miles or less, the distance rates (Items 300, 310, 380 or 390) or hourly rates (Item 320) apply subject to Items 28 and 128.

(b) For the transportation of shipments for distances in excess of 100 constructive miles, the distance rates (Items 300, 310, 380 or 390) shall apply, subject to Item 20 (Alternative Application of Rates).

2. The rates provided in Item 340 shall apply for the accessorial services of packing, unpacking and sale of containers.

3. The rates provided in Item 136 shall apply for the valuation of all shipments.

4. The unit(s) of measurement specified and agreed to in the Agreement for Moving Services shall govern the application of rates for the shipment.

## MAXIMUM RATE TARIFF 4

First Revised Page 7

Cancels

Original Page 7

### ITEM 20 ALTERNATIVE APPLICATION OF RATES

In the event two or more rates are named for the same transportation, the lower rate shall apply as the maximum rate, subject to Item 16 (Application of Rates).

---

### ITEM 24 LEVELS OF RATES QUOTED AND ASSESSED

1. Rates published in this tariff are maximum fixed rates. Carriers may quote and assess levels of rates lower than these published maximum fixed rates (see NOTE).

NOTE: The provisions of paragraph 1 of this item shall not apply to the rate provisions contained in the following parts of this tariff:

- Item 32 (Disposition of Fractions).
  - Paragraph 5 of Item 36 (Computation of Time under the Hourly Rates Named in Item 320).
  - Paragraph 9(d) of Item 88 (Relationships with the Public).
  - Item 92 (Claims for Loss and Damage).
  - Paragraph 4 of Item 140 (Delays in Pickup or Delivery).
  - Note 3 of Item 140 (Flight and Long Carry Rates).
  - Paragraph 1 and Note 2 of Item 160 (Storage-In-Transit).
- 

### ITEM 28 OBSERVANCE OF QUOTED RATES AND CHARGES

1. When an Estimated Cost of Services (Estimate) is given, the maximum charges shall be determined under provisions of Items 108, 112, 116, and 120.

2. When an Estimate is not given, the maximum charge shall be the lower of:

(a) The Not to Exceed Price listed in the Agreement for Moving Services (Agreement), plus any charges for services noted on a Change Order for Services (Change Order) completed in accordance with Item 120 and after the Agreement is signed.

EFFECTIVE AS SHOWN ON TITLE PAGE

**MAXIMUM RATE TARIFF 4**

**ITEM 28 (Concluded)\*  
OBSERVANCE OF QUOTED RATES AND CHARGES**

(b) The charges as calculated on the basis of the rates and charges specified in the Agreement, plus any charges for services noted on a Change Order completed in accordance with Item 120 after the Agreement is signed.

3. If carrier fails to issue an Agreement in accordance with Item 128, or if such document is issued but does not contain the information specified in subparagraph (a) and (b), rates utilized in determining the charges for services not described or for rates not quoted shall be 65 percent of the maximum fixed rates published in this tariff. If the Agreement does not contain the information specified in subparagraph (c), (d) or (e), rates utilized in determining the charges for all transportation and accessorial services performed shall be the lowest of: (1) 65 percent of the maximum fixed rates published in this tariff; (2) rates quoted in the Estimate; or (3) rates quoted in the Agreement. (See EXCEPTION)

- (a) A description of transportation and accessorial services ordered to be undertaken.
- (b) Rates quoted for the services so described.
- (c) Not To Exceed Price for all services described.
- (d) Signature of shipper.
- (e) Signature of carrier.

**EXCEPTION:** If it is determined that a carrier advertises or regularly charges rates lower than 65 percent of the maximum fixed rates published in this tariff, then the carrier's advertised or regularly-charged rate level shall be used in determining the charges applicable pursuant to this paragraph.

---

**ITEM 32  
DISPOSITION OF FRACTIONS**

In computing a rate based on a percentage of another rate, the following rule shall be observed in the disposition of fractions.

- (a) Fractions of less than 1/2 or .50 of a cent, omit.
- (b) Fractions of 1/2 or .50 of a cent or greater, increase to the next whole figure.

**EFFECTIVE AS SHOWN ON TITLE PAGE**

ITEM 36  
COMPUTATION OF TIME UNDER THE HOURLY RATES  
NAMED IN ITEMS 320 AND 340

1. In computing charges accruing under the hourly rates contained in Item 320, the time used shall be the total of loading, unloading and double the driving time from point of origin to point of destination, subject to EXCEPTIONS 1 through 3.

EXCEPTION 1 - When carrier is required to perform more than one trip between origin and destination, the time used shall be the total of loading and unloading time, to which will be added double driving time for the first trip from origin to destination and actual driving time for all additional trips between origin and destination for each motor vehicle furnished by carrier.

EXCEPTION 2 - When two or more shipments are transported on a unit of equipment at the same time, the time used shall be the total of loading and unloading time plus 25 minutes total driving time for each shipment.

EXCEPTION 3 - When split pickup, split delivery or split pickup and split delivery in combination is performed, the time used shall be computed in accordance with the provisions of Items 148, 152, or 156, respectively.

2. When shipper requests the service of an additional helper or helpers to assist in loading or unloading but not both, the charge shall be determined by applying the rate per person per hour, provided in Item 320 for additional helper(s), to both the time helper or helpers are engaged in performing these services and double the travel time required for helper(s) to travel from carrier's place of business to point of loading or unloading.

3. When two or more units of equipment are furnished for transportation of a single shipment and the driver and/or helper(s) of any one unit assist in loading and unloading another unit, the time such persons are so engaged shall be charged for at the rate provided in Item 320 for additional helpers. During any such interval, time shall not accrue for the unit or units of equipment not being loaded or unloaded.

4. When packing and/or unpacking service is provided on hourly moves, the time actually spent packing or unpacking or both shall be recorded on the shipping document in accordance with paragraph 5 of this item. Rates for packing and unpacking shall be no higher than those provided in Item 340. When packing and unpacking is performed at hourly rates, time shall be the total time actually spent packing or unpacking or both.

**MAXIMUM RATE TARIFF 4**

**ITEM 36 (Concluded)**  
**COMPUTATION OF TIME UNDER THE HOURLY RATES**  
**NAMED IN ITEMS 320 AND 340**

5. Carrier's shipping documents shall contain a legible record of all starting and ending times, accurate to the minute, for each phase of service rendered under the provisions of paragraphs 1, 2, 3 and 4 hereof. Such times shall be totaled and the sum converted into hours and/or fractions thereof. Fractions of an hour shall be determined in accordance with the following table:

Minutes	But Not Over	Fractional Hour
Over	But Not Over	
0 .....	7 .....	Omit
7 .....	22 .....	1/4
22 .....	37 .....	1/2
37 .....	52 .....	3/4
52 .....	60 .....	1

**ITEM 40**  
**COMPUTATION OF DISTANCES**

Distances to be used in connection with distance rates provided herein shall be the shortest mileage via any public highway route, computed in accordance with the method provided in the Distance Table.

**ITEM 44**  
**UNITS OF MEASUREMENT TO BE OBSERVED**

Rates and charges shall not be quoted or assessed by carriers based upon a unit of measurement different from that in which the rates and charges of this tariff are stated.

**ITEM 52**  
**SHIPMENTS TO BE RATED SEPARATELY**

Each shipment shall be rated separately. Shipments shall not be consolidated or combined by carrier.

NOTE: Component parts of a shipment may be combined under the provisions of Items 148 (Split Pickup), 152 (Split Delivery) or 156 (Split Pickup and Split Delivery in Combination).

**EFFECTIVE AS SHOWN ON TITLE PAGE**

## MAXIMUM RATE TARIFF 4

Second Revised Page 11  
Cancels  
First Revised Page 11

### ITEM 56 MIXED SHIPMENTS

When one or more commodities for which rates are not provided in this tariff are included in the same shipment with commodities for which rates are herein provided, the rate or rates applicable to the entire shipment may be determined as though all of the commodities were rateable under the provisions of this tariff at the combined weight of the mixed shipment; or, the commodities for which rates are provided in this tariff may be transported at the applicable rates provided herein, and the commodities for which rates are not provided herein may be transported at the rates provided in other tariffs or at rates which might be otherwise applicable, provided separate weights or other authorized units of measurement are furnished or obtained. In the event the latter basis is used, rates no higher than those provided in this tariff shall apply to the entire shipment.

---

### ITEM 60 ♦ DIVERTED SHIPMENTS

1. When shipper or shipper's representative specifically requests a change in destination or routing of a shipment after transportation commences, the shipment will be considered to be a diverted shipment.
  2. Charges for a diverted shipment transported under the distance rates in Item 300 or 310 shall be computed at the applicable rate in effect on the date of shipment from point of origin via each point where diversion occurs to final destination, plus a maximum additional charge of \$36.75 for each diversion.
- 

### ITEM 64 SHIPMENTS TRANSPORTED BY TWO OR MORE CARRIERS

When a shipment in continuous through movement is transported by two or more carriers, the rate level authorized in paragraph 1 of Item 24 from point of origin to point of destination shall be the maximum fixed rate level for the combined transportation. A shipment moving at a Commission authorized deviated rate level shall be transported from point of origin to point of destination only by the individual carrier so authorized to quote and assess such rate level (see EXCEPTION).

**EXCEPTION**—For purposes of this item Independent Contractor Subhaulers shall not be considered as separate carriers.

EFFECTIVE AS SHOWN ON TITLE PAGE

**MAXIMUM RATE TARIFF 4****ITEM 68****CHARGES COLLECTED BY ONE CARRIER FOR ANOTHER**

When charges are collected by one carrier for another, a detailed statement of the charges shall be furnished to the collecting carrier by the carrier for which collection is to be made. Such statement shall be presented to shipper with the freight bill submitted for payment.

---

**ITEM 72****PAYMENT OF COMMISSIONS**

Except where prohibited by law, commissions not to exceed five (5) percent of transportation charges may be paid by carriers to persons or corporations not operating as for-hire carriers of used household goods and other articles, as described in and for which rates are provided in this tariff (see EXCEPTION).

EXCEPTION -- Carriers shall not pay commissions to a shipper, consignee, or the employer thereof, nor to the payer of the transportation charges.

---

**ITEM 76****REFERENCES TO ITEMS, OTHER TARIFFS AND OTHER DOCUMENTS**

Unless otherwise provided, references herein to General Orders or item numbers in this or other tariffs include amendments and successive issues of such items or documents.

---

**ITEM 80****WEIGHTS AND WEIGHING**

1. The weight to be used in assessing charges stated on a weight basis shall be the weight of property tendered for transportation. Such weight shall not include the weight of pads, empty containers, dollies, hand trucks or other carrier equipment.
2. Prior to delivery and unloading of a shipment transported under distance rates contained in Items 300, 310, 380, or 390, carrier shall arrange to determine the weight of such shipment by obtaining a weighmaster's certificate or weight ticket. On shipments estimated as weighing less than 1,000 pounds, carrier may have the shipment weighed over platform or hand scales in lieu of obtaining a weighmaster's certificate, provided a written statement of weight signed by the weigher is obtained.
3. No charge shall be made for such weigh service.

**EFFECTIVE AS SHOWN ON TITLE PAGE**



**ITEM 80 (Concluded)  
WEIGHTS AND WEIGHING**

4. In instances where more than one weighmaster's certificate or weight ticket has been obtained covering the same shipment, the lowest of the net scale weights shall be used in computing the applicable charges.
  5. The carrier, upon request of shipper, owner, or consignee, when made prior to delivery of a shipment and when practicable to do so, will reweigh the shipment. No charge will be made if the difference between the two net scale weights exceeds 100 pounds on shipments weighing 5,000 pounds or less or exceeds two percent of the lower net scale weights on shipments weighing more than 5,000 pounds. The lower of the two net scale weights shall be used for determining applicable charges. If the difference between the two net scale weights is less than stated above, an additional charge of up to \$31.55 may be assessed for each such reweighing service requested.
  6. When requested by shipper, carrier will notify shipper by telephone, telegraph, or fax (as requested) of weight and/or charges.
- 

**ITEM 84  
NOTIFICATION TO SHIPPER OF CHARGES**

Whenever the shipper specifically requests notification of the actual weight and charges on a shipment rated under distance rates in Items 300, 310, 380 or 390 and supplies carrier with an address, telephone or fax number, carrier shall comply with such request immediately upon determining the actual weight and charges.

---

**ITEM 88  
RELATIONSHIPS WITH THE PUBLIC**

1. Any carrier doing business under one or more fictitious names shall, with respect to each fictitious name, comply with Business and Professions Code of California, Chapter 5, Part 3, Division 7, entitled, "Fictitious Business Names". To show compliance, carrier shall file with this Commission certified copies of fictitious business name statements and affidavits of publication required to be filed with the county clerk for carrier's principal place of business.
2. Upon abandonment of fictitious business name, any carrier doing business under one or more fictitious names shall file with this Commission a statement of abandonment of fictitious business name.

**MAXIMUM RATE TARIFF 4****ITEM 88 (Continued)  
RELATIONSHIPS WITH THE PUBLIC**

3. Carriers shall show the following information on their stationery, shipping documents and related forms:
- (a) All names, both real and fictitious, used by the carrier in conducting its operations.
  - (b) The address of its principal place of business, designated as such, and of such local offices as may be desired where business with the public is conducted.
  - (c) Identification of the name under which the particular transportation is performed where more than one name is listed.
  - (d) The carrier's Commission issued number (CAL P.U.C. T-\_\_\_\_\_).
4. The carrier's books of account shall separately show the revenues derived from operations conducted under each name used by carrier.
5. Carriers listing more than one name in the classified section of a telephone directory shall cross-reference each name to all other names listed.
6. Carriers shall not advertise rates in any telephone directory.
7. Printed advertising matter, including hand bills, newspaper advertising, and classified telephone directory listings and advertisements which advertise or solicit the intrastate movement of used household goods shall show the household goods carrier's "T" number as issued by the Commission. The number shall be printed in this manner: "CAL. P.U.C. T-\_\_\_\_\_."
8. Carriers shall not, in any manner, misrepresent their rates nor the scope of services offered to the public. Specifically, carriers shall:
- (a) Not advertise or otherwise represent themselves under any name different from that under which their effective permits are issued by the Commission.

**EXCEPTION --** Carriers who are duly authorized agents for other carriers as defined herein or motor carriers operating in interstate commerce under federal jurisdiction, may advertise and represent themselves as such an agent.

**EFFECTIVE AS SHOWN ON TITLE PAGE**

## MAXIMUM RATE TARIFF 4

First Revised Page 15

Cancels

Original Page 15

### ITEM 88 (Continued)\* RELATIONSHIPS WITH THE PUBLIC

(b) Make it clear to the customer whether carrier is acting on its own authority or as an agent for another carrier.

(c) Not advertise or otherwise represent that carrier operations are conducted at addresses or locations where the carrier or his duly authorized agent does not maintain a place of business. The location of a telephone answering service is not "a place of business" as such term is used in this item.

(d) Not include misleading descriptions or displays of nonexistent facilities or equipment in any advertising.

(e) Not willfully quote or estimate a lower rate or charge knowing the actual rate or charges will be more than the quote or estimate.

9. Carriers shall furnish to each prospective shipper a copy of the information specified in Item 470 of this tariff, the Important Information For Persons Moving Household Goods booklet. The format may be that which the individual carrier finds most convenient. If shipper received, from any source, all information contained in Item 470, in a readable form, this item's requirements will have been met. (See Notes 1 and 2.)

(a) This informational material shall be furnished to the prospective shipper at time of first in-person contact between carrier's personnel and the shipper or shipper's representative or when the Agreement is given to the shipper.

(b) If a move is arranged and confirmed by mail or telephone, and no in-person contact with the prospective shipper is to be made prior to the day of the move, carrier shall mail to the prospective shipper a copy of the informational material prior to moving day if sufficient time remains to do so. Such mailing shall be by regular mail and accompanied by the Agreement.

(c) The carrier performing the move must obtain shipper's signature on the Agreement for Moving Services (before move begins) that shipper has received the informational material from the carrier or another source.

(d) All receipts for the information shall be retained in carrier's records for a period of three years and shall include name of shipper, carrier bill of lading number, date and signature of shipper (see NOTE).

EFFECTIVE AS SHOWN ON TITLE PAGE

**MAXIMUM RATE TARIFF 4****ITEM 88 (Concluded)  
RELATIONSHIPS WITH THE PUBLIC**

(c) Any carrier performing transportation of goods described in Item 12 who has not complied with paragraph 9 of Item 88, in its entirety, shall pay the shipper \$100 upon completion of the move.

**NOTE 1:** For the purpose of this item, the prospective shipper is the owner of the tendered used household goods, regardless of who pays the freight charges.

**NOTE 2:** For multiple or repeat shippers, a Master Agreement may be used to cover all moves for that shipper rather than individual agreements for each move. Such Master Agreement must accomplish the purpose of this tariff, not violate the intent of the tariff, and shipping documents must reference the Master Agreement where appropriate.

---

**ITEM 92  
CLAIMS FOR LOSS AND DAMAGE****1. Written claims required.**

A claim for loss or damage need not be voluntarily paid by a carrier unless filed in writing as provided in paragraph 2 below. The claim must be filed with either the receiving or delivering carrier, or carrier issuing the shipping document, or carrier on whose line the alleged loss or damage occurred. The claim must be filed within the specified time limits established in paragraph 14 and as otherwise required by law, the term of the shipping document or other contract of carriage, and all applicable tariff provisions.

**2. Minimum filing requirements.**

A written communication from a claimant filed with carrier within the time limits specified in paragraph 14 of this item will be considered in compliance with the provisions for filing claims if it contains the following information:

- (a) facts sufficient to identify the shipment (or shipments) of property involved;
- (b) assertion of liability for alleged loss or damage; and
- (c) claims for payment of a specified or determinable amount of money.

**EFFECTIVE AS SHOWN ON TITLE PAGE**

**MAXIMUM RATE TARIFF 4****ITEM 92 (Continued)  
CLAIMS FOR LOSS OR DAMAGE****3. Documents not constituting claims.**

Bad-order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bills, delivery receipts, or inspection reports issued by carriers or their inspection agencies, whether the extent of loss or damage is indicated in dollars or not, may be used to support a written claim filed in accordance with paragraph 2 of this item, but may not be filed in lieu of a written claim.

**4. Claims filed for uncertain amounts.**

Whenever a claim is presented against a carrier for an uncertain amount, such as \$100 more or less, carrier will determine the condition of the shipment involved at the time of delivery, and will ascertain as nearly as possible the extent of the loss or damage for which it may be responsible. Carrier need not, however, voluntarily pay a claim under such circumstances unless and until a claim in writing for a specified or determinable amount of money has been filed in accordance with the provisions of paragraph 2 of this item.

**5. Other claims.**

If investigation of a claim reveals that one or more other carriers had been presented with a similar claim on the same shipment, the carrier investigating such claim will communicate with each other carrier and, prior to any agreement entered into between or among them as to the proper disposition of such claim or claims, will notify all claimants of the receipt of conflicting or overlapping claims and will require further substantiation on the part of each claimant of his title to the property involved or his right with respect to such claim.

**6. Concealed damage or shortage.**

Carrier must be promptly notified after discovery of concealed damage or shortage and be given reasonable opportunity to inspect shipment and packing. Carrier will promptly and thoroughly investigate the claim and will establish a claim file in connection therewith.

**7. Supporting documents.**

When necessary for an investigation, each claim must be supported by a duplicate shipping document (if not previously surrendered to carrier), and the original paid bill for transportation services or a copy thereof. For each article claimed, the nature and

**MAXIMUM RATE TARIFF 4****ITEM 92 (Continued)  
CLAIMS FOR LOSS OR DAMAGE**

extent of damage must be identified as well as the basis for the amount claimed, i.e., date article purchased, original cost, amount of depreciation, actual cash value at time of loss or damage, and, in the case of damage, a repair estimate.

**8. Verification of loss.**

When an asserted claim for loss of an entire package or an entire shipment cannot be otherwise authenticated upon investigation, carrier will obtain from consignee a certified written statement that the property for which the claim is filed has not been received from any other source.

**9. Satisfaction of claim.**

Carrier may satisfy a claim by repairing or replacing the property lost or damaged with materials of like kind, quality and condition at time of acceptance by carrier.

**10. No liability following deliveries.**

The carrier shall not be liable for loss or damage occurring after the property has been delivered to or receipted for by the consignee or shipper, or the authorized agent. When the carrier is directed to unload or to deliver property (or render any services) at a place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery. Notwithstanding these provisions, no claim against a household goods carrier shall be denied solely because the lost or damaged goods were not noted at the time of delivery.

**11. No liability at origin prior to loading.**

Where the carrier is directed to load property from (or render any service at) a place or places at which the consignor or its agent is not present, the property shall be at the risk of the owner before packing and loading.

**12. "Pairs and Sets" liability.**

The carrier's liability regarding sets or matched pieces shall be limited to repair or replacement of the lost or damaged piece(s) only and shall not extend to repair or replacement of the entire set; but in no event exceed the limits of liability as set forth in Item 136 hereof.

**MAXIMUM RATE TARIFF 4**

First Revised Page 19

Cancels

Original Page 19

**ITEM 92 (Continued)  
CLAIMS FOR LOSS OR DAMAGE****13. Constructive weight of packed interior shipping containers.**

When the liability of carrier is to be measured by the weight of the article lost or damaged, and the article is packed in an interior shipping container, in the absence of specific evidence to the contrary, such interior shipping container will be deemed to have the following weight:

<u>Container</u>	<u>Weight Per Container (In Pounds)</u>
<b>DRUM, DISH-PACK CARTONS:</b>	<b>60</b>
Less than 1 1/2 cu. ft.	20
1 1/2 - Less than 3 cu. ft.	25
3 - Less than 4 1/2 cu. f.	30
4 1/2 - Less than 6 cu. ft.	35
6 - Less than 6 1/2 cu. ft.	45
6 1/2 cu. ft. and over	50
Wardrobe carton	50
Mattress or box-spring carton (Not exceeding 54" x 75")	60
Mattress or box-spring carton (Exceeding 54" x 75")	80
Crib mattress carton	22

NOTE 1: Cartons containing books or phonograph records will be deemed to weigh 50 pounds.

NOTE 2: Cartons containing lampshades will be deemed to weigh 10 pounds.

NOTE 3: Items not identified on the inventory as to contents will be settled by using the heaviest weight on the schedule for the container.

**14. Time limit for filing claims.**

As a condition precedent to recovery, a claim for any loss or damage must be filed in writing with the carrier within nine (9) months after delivery to consignee as shown on shipping document, or in case of failure to make delivery, then within nine (9) months after a reasonable

**EFFECTIVE AS SHOWN ON TITLE PAGE**

**MAXIMUM RATE TARIFF 4****ITEM 92 (Continued)  
CLAIMS FOR LOSS OR DAMAGE**

time for delivery has elapsed; and, suit must be instituted against carrier within two (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts specified in the notice. Where a claim is not filed or suit is not instituted in accordance with the foregoing provisions, carrier shall not be liable and such claim need not be paid.

**15. Acknowledgment and settlement by carrier.**

Every carrier receiving a written claim for loss or damage to property transported by it shall acknowledge receipt of such claim in writing to claimant within 30 days after receipt by carrier or carrier's agent. The carrier shall, at the time claim is received, record date of receipt.

Every carrier receiving a written claim for loss or damage to property transported by it shall, in writing, pay, decline to pay, or make a firm compromise settlement offer to claimant within 60 days after receipt of claim by carrier or its agent. If carrier declines to pay or offers a lesser amount than sought, carrier shall, in writing, state the basis for denial or reduction. If for reasons beyond the control of carrier the claim cannot be processed and disposed of within 60 days after receipt, carrier at that time and at the expiration of each succeeding 30-day period while the claim remains pending, shall advise claimant in writing of the status of the claim and reasons for the delay in making final disposition thereof, and shall send a copy of such letter to the California Public Utilities Commission, Consumer Services Division, Governor Edmund G. (Pat) Brown Building, 505 Van Ness Avenue, San Francisco, California 94102.

**16. Claim register.**

Every carrier of used property as provided in this tariff, shall maintain a claim register, showing for each cargo loss and damage claim received, the claim number, date and amount; the shipping order or freight bill number and date; name of claimant; kind of commodity; date claim was paid; total amount paid (or date claim was disallowed and reasons); amount of salvage recovered, if any; amounts reimbursed by insurance companies, connecting carrier, or other, and the amount absorbed by the carrier. Each claim received shall be entered in the register and



ITEM 92 (Concluded)  
CLAIMS FOR LOSS OR DAMAGE

should be supported by the complete file of claim papers. However, if the original claim papers are retained by insurance companies, connecting carriers or other, the carrier's records shall contain copies of all documents and an acknowledgment from the party retaining the claim file that the original papers are in its possession.

17. Salvage.

Whenever property transported by a carrier is damaged or alleged to be damaged and, as a consequence, is not delivered or is rejected or is refused upon tender to the owner, shipper, or consignee, carrier may follow the salvage rules. The carrier must give due notice to the owner and other parties that may have an interest in the property, whenever practicable to do so. After giving notice, carrier, if not advised to the contrary by the interested parties, will undertake to sell or dispose of such property directly or by the employment of a competent salvage agent. Carrier will dispose of the property only in a manner that will fairly and equally protect the best interests of all persons having an interest therein. Carrier will make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any filed thereon. Carrier also will assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed.

Upon receipt of a claim on a shipment on which salvage had been processed in the manner described, carrier will record in its claim file the lot number assigned, the amount of money recovered, if any, for the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.

---

ITEM 94  
CLAIM SETTLEMENT SERVICE CHARGE

1. Upon request of a party, person, firm or establishment assuming liability for loss or damage in excess of the carrier's liability for a shipment on which credit has been extended by a carrier applicable to such shipment, the carrier will:

- (a) Investigate any loss or damage claim;

**MAXIMUM RATE TARIFF 4****ITEM 94 (Concluded)  
CLAIM SETTLEMENT SERVICE CHARGE**

(b) Arrange for the repair of all damaged articles when appropriate, and make equitable settlement with shipper for all lost and damaged articles for which repair is not deemed appropriate. Carrier assumes only that portion of the amount required to settle the claim for which it is liable and any additional amount is to be borne by the person or firm assuming excess liability; and

(c) Render to the person or firm assuming excess liability an invoice payable in seven (7) days for the amount required to settle the claim which exceeds the carrier's liability, plus the charge provided for in this item.

2. The charge for all services described shall not exceed \$60.80 per shipment.

NOTE: Any charges or portions thereof for services of others engaged at the request of the person or firm assuming excess liability, which are over and above the amount for which carrier is liable under its bill of lading, will be at the expense of such person or firm and will be in addition to all other rates and charges.

---

**ITEM 96  
INABILITY TO MAKE DELIVERY**

1. In all instances where carrier is unable to locate the consignee, notification of inability to make delivery will be mailed, telegraphed or faxed to consignee, consignor or owner, or written notice delivered to the premises where actual delivery was to be made or to other notifying address. The shipment will then be placed in the nearest warehouse of carrier or, at carrier's option, in a public warehouse. Upon such placement, carrier's liability shall cease and liability shall thereafter be that of the warehouseman in possession.

2. In all instances where consignee is unable to take delivery or declines to accept delivery of the shipment, or where the shipment remains in carrier's possession pursuant to instructions of shipper or consignee and is not accorded storage-in-transit under provisions of Item 160, the shipment will be placed in the nearest warehouse of carrier or, at carrier's option, in a public warehouse. Upon such placement, carrier's liability shall cease and liability shall thereafter be that of the warehouseman in possession.

**EFFECTIVE AS SHOWN ON TITLE PAGE**

**MAXIMUM RATE TARIFF 4****ITEM 96 (Concluded)  
INABILITY TO MAKE DELIVERY**

3. In cases where a subsequent delivery is made, charges shall be assessed for subsequent delivery on the basis of rates lawfully applicable from carrier's warehouse or from public warehouse (as the case may be) to point of destination.
- 

**ITEM 100  
DELAYS IN PICKUP OR DELIVERY**

1. If a carrier agrees with a shipper to pick up a shipment of used household goods on a specified date and/or time and it is unable to fulfill that commitment, carrier shall notify shipper (or person designated by shipper), by telegram, telephone, or fax, at carrier's expense, as it becomes apparent that a promised date and/or time will not be met.
2. Whenever a carrier is unable to make delivery of a shipment of used household goods on the date or during the time period specified in the shipping order, carrier shall notify shipper (or person designated by shipper), by telegram, telephone, or fax, at carrier's expense, of the date on which the shipment will be delivered. Such notification shall be given not less than 24 hours prior to the date or during the period shown on the shipping order, except when the circumstances causing the delay occur at a later time, in which case the notice shall be given as soon as possible but in no event more than 24 hours after the occurrence. This requirement shall not apply when carrier is unable to obtain from shipper an address or telephone number for such notification.
3. Shipper may present claims for reimbursement for damages due to carrier negligence in failing to 1) pick up a shipment on the date promised or 2) deliver a shipment on the date or during the time period specified in the shipping order, Agreement for Moving Services, or other contract of carriage. Carrier shall respond in accordance with Item 92, paragraph 15.
4. When requested in writing by shipper, carrier will pick up a shipment on an agreed date and deliver the shipment within a span of two consecutive agreed dates. If pickup or delivery is not made on agreed dates, carrier shall pay shipper \$100 per day for each and every day pickup or delivery is delayed. This payment shall be in addition to any claim filed pursuant to paragraph 3 above. A written claim for such allowance shall be made within 30 days of delivery.

**EXCEPTION:** Shall not apply to shipments weighing less than 5,000 lbs. and/or transported less than 75 constructive miles.

**MAXIMUM RATE TARIFF 4**

**ITEM 104  
COLLECTION OF CHARGES**

1. Transportation and accessorial charges may be collected by carriers prior to relinquishing physical possession of shipments entrusted to them for transportation. Whether carrier believes other charges are due or not, carrier must unload a shipment at destination upon payment of the Not To Exceed Price, plus all charges on valid Change Orders for Services. Payment of charges may be made by credit card, which shall be considered to be payment in cash for the purpose of this item.
2. Upon taking sufficient precautions to assure payment of charges, carriers may relinquish possession of freight in advance of payment of charges thereon and may extend credit in the amount of charges to those who undertake to pay them, such persons herein being called debtors.
3. Where a carrier has relinquished possession of freight and collected the amount of charges represented in the freight bill presented by it as the total amount of such charges, and another freight bill for additional charges is thereafter presented to the debtor, the carrier may extend credit in the amount of such additional charges.
4. Freight bills for all transportation and accessorial charges shall be presented to debtors within seven (7) calendar days from the first 12 o'clock midnight following delivery of the freight.
5. Debtors may elect to have their freight bills presented by means of the United States mail, and when the mail service is so used the time of mailing by carrier, as evidenced by the postmark, shall be deemed to be the time of presentation of the freight bills.
6. For the purpose of this item, the mailing by debtor of satisfactory means (to carrier) of payment of freight charges, such as valid checks, drafts, or money orders, within the allowed credit period may be deemed to be the collection of charges within the credit period. In case of dispute as to time of mailing, the postmark shall be accepted as showing such time.

**EFFECTIVE AS SHOWN ON TITLE PAGE**

## MAXIMUM RATE TARIFF 4

First Revised Page 25

Cancels

Original Page 25

### ITEM 108 ESTIMATED COST OF SERVICES

#### 1. Carrier's Estimated Cost of Services.

(a) Every carrier of household goods may give a shipper an estimate of costs for proposed services. The estimated cost shall be given only after visual inspection of the goods to be moved and shall be in writing.

(b) The estimated cost of services form (Estimate) shall contain all the information in Item 420. Across the top of each form shall be imprinted in red letters not less than 1/8 inch high the words "ESTIMATED COST OF SERVICES". The note entitled "IMPORTANT NOTICE", indicated in Item 420, shall be imprinted in letters not less than 10 point bold, universe or Gothic.

(c) The estimator shall:

(1) Base the Estimate on information contained in the Basis for Carrier's Estimated Cost of Services as indicated in Items 112 and 400 (see NOTE).

NOTE: The Table of Measurements and Estimate set forth in Item 410 shall also be used in connection with estimating charges based on weight.

(2) Consider all factors affecting the move at origin such as:

- a. flights
- b. long carries
- c. elevators
- d. hoisting and lowering

(3) Execute required documents completely and properly.

(4) Use cubic measurements no less than those shown for each article on the Table of Measurements and Estimate contained in Item 410 and determine the approximate weight of the shipment by multiplying total cubic feet of the shipment by seven (7) pounds per cubic foot for those shipments whose charges are based on weight.

(d) The Estimate shall be signed by carrier's estimator and duplicate given to shipper.

EFFECTIVE AS SHOWN ON TITLE PAGE

**MAXIMUM RATE TARIFF 4****ITEM 108 (Continued)  
ESTIMATED COST OF SERVICES**

(e) If total charges calculated in the Estimate exceed total charges calculated using the maximum fixed rate, the estimator shall note the difference in total charges on the Estimate.

(f) The original document shall be retained by the issuing carrier, subject to Commission inspection for a period of not less than three (3) years from the date of the freight bill or shipping order; or, from the date of the Estimate if the carrier does not perform the transportation.

**2. Maximum charges to be assessed by carrier on estimated services.**

(a) When an Estimate is issued no less than three (3) days before the day of the move, the maximum charge shall be the lesser of the following:

(1) The amount of the Estimate (plus the charges on a Change Order, if applicable), which may exceed the charges calculated using the maximum fixed rate.

(2) The charges calculated using the rates quoted in the Agreement for Moving Services (Agreement), multiplied by the actual units of measurement.

**NOTE:** Rates quoted on a Change Order to an Estimate may exceed maximum fixed rates when both the Change Order and Estimate are issued no less than three (3) days before the day of the move.

**EXCEPTION to 2(a):** If the carrier and shipper agree the amount of the estimate will be both the maximum and minimum amount due for services described in the Estimate, then the amount charged will be the amount of the Estimate. Agreement between carrier and shipper must be noted on both the Estimate and the Agreement by carrier applying minimum weights, hours or dollar amounts producing a price equal to the total estimated cost of services. In this case, weighing the load or recording hours is not required.

(b) When an Estimate is given less than three (3) days before the day of the move the maximum charge shall be the lesser of the following:

(1) The amount of the Estimate (plus the charges on a Change Order, if applicable), which shall not exceed the charges calculated using the maximum fixed rate.

**MAXIMUM RATE TARIFF 4****ITEM 108 (Concluded)  
ESTIMATED COST OF SERVICES**

- (2) The charges calculated using the rates quoted in the Agreement, multiplied by the actual units of measurement.

**NOTE:** No less than three days before the move means on or before the third day before the day of the move. For example, if Saturday is the day of the move, to exceed maximum fixed rates the Estimate must be given on or before Wednesday.

---

**ITEM 112  
BASIS FOR CARRIER'S ESTIMATED COST OF SERVICES**

1. The carrier shall complete the Basis for Carrier's Estimated Cost of Services (Basis for Estimate) only after the estimator visually inspects the goods prior to determining the estimated cost of requested services. Such document shall be signed by shipper or shipper's representative and a duplicate given to shipper.
  2. The Basis for Estimate shall contain all the information set forth in Item 400. Across the top of each form shall be imprinted in red letters not less than 1/8 inch high the words "BASIS FOR CARRIER'S ESTIMATED COST OF SERVICES". The contents of the form shall also contain two shipper statements as indicated in Item 400, imprinted in letters not less than 10 point bold, universe or Gothic.
  3. The original document shall be retained and preserved by the issuing carrier, subject to Commission inspection, for a period of not less than three (3) years from the date of the freight bill or shipping order; or from the date of the Basis for Estimate if the carrier does not perform the transportation.
- 

**ITEM 116\*\*  
TABLE OF MEASUREMENTS AND ESTIMATE**

1. The carrier shall complete the Table of Measurements and Estimate when estimating charges on any shipment that will include service for which rates in this tariff are based on weight or cubic feet.
2. The Table of Measurements and Estimate shall be in the form set forth in Item 410 or a form containing the complete contents of Item 410 (see NOTE).

**MAXIMUM RATE TARIFF 4****ITEM 116 (Concluded)\*\*  
TABLE OF MEASUREMENTS AND ESTIMATE**

3. The Table of Measurements and Estimate contained in Item 410 shall be printed on the reverse side of Basis for Carrier's Estimated Cost of Services contained in Item 400.

4. The total cubic footage determined under the provisions of this item shall be multiplied by seven (7) to determine total approximate weight in pounds.

NOTE: Forms prepared or completed electronically on the job will be acceptable provided all requirements of this item are met.

---

**ITEM 120  
CHANGE ORDER FOR SERVICES**

1. If shipper asks for additional services or adds additional articles to the shipment, not covered in the Basis for Carrier's Estimated Cost of Services or the Not To Exceed Price on the Agreement for Moving Services (Agreement), carrier shall prepare in duplicate a Change Order for Services in the form contained in Item 440. Such document shall be signed by carrier and shipper prior to commencement of performance of any specified service and the signed original delivered to shipper prior to or at time service is begun. The document shall contain the following information:

- (a) Date.
- (b) Shipping order/bill of lading number.
- (c) Name, address and T number of carrier or carriers.
- (d) Description of the additions to the shipment (itemize additional articles only).
- (e) Description of additional transportation and accessorial services to be performed (including number of helpers and number of packets to be provided).
- (f) Rates to be applied to additional articles or services.
- (g) Valuation of shipment, if different from that provided on the Agreement (subject to Item 136).
- (h) The following statements, placed in an appropriate area of the document in letters not less than 10 point bold, universe or Gothic:



**MAXIMUM RATE TARIFF 4**

First Revised Page 29

Cancels

Original Page 29

**ITEM 120 (Concluded)\*/\*\*  
CHANGE ORDER FOR SERVICES**

(1) THIS WILL CERTIFY AND ATTEST THAT SHIPPER OR SHIPPER'S REPRESENTATIVE AS SHOWN ON ORDER FOR SERVICE NO. \_\_\_\_\_ DATED \_\_\_\_\_ WITH (CARRIER'S NAME) \_\_\_\_\_ REQUESTS THE ADDITIONAL SERVICES AND CHARGES AS INDICATED ON REVERSE OF THIS FORM.

(2) THE ARTICLES LISTED WILL BE INCLUDED IN THE VALUATION DECLARED IN THE AGREEMENT FOR MOVING SERVICES UNLESS A CHANGE IS REQUESTED.

(3) I UNDERSTAND THAT I MAY BE REQUIRED TO PAY FOR THE SERVICES REQUESTED ABOVE AT TIME OF DELIVERY. THESE CHARGES ARE IN ADDITION TO THOSE CHARGES SET FORTH IN THE ESTIMATED COST OF SERVICES AND/OR AGREEMENT FOR MOVING SERVICES. CARRIER IS NOT REQUIRED TO EXTEND CREDIT IN THE AMOUNT OF THE CHARGES ACCRUED FOR THE ABOVE ADDITIONAL SERVICES. I HAVE READ THIS CONTRACT AND AGREE WITH THE PROVISIONS HEREIN, AND HAVE RECEIVED A COPY.

(i) The following statement placed in an appropriate area of the document in letters not less than 12 point bold, caps:

I UNDERSTAND THAT THE COST FOR SERVICES RENDERED WILL "NOT EXCEED" \_\_\_\_\_

(Initial)

(j) Signature of carrier and shipper or shipper's representative.

2. A duplicate document shall be retained and preserved by the issuing carrier, subject to Commission inspection, for a period of not less than three (3) years from date delivered.

---

**ITEM 128  
AGREEMENT FOR MOVING SERVICES**

1. Carrier shall prepare an Agreement for Moving Services (Agreement) for all shippers who provide information in sufficient detail for carrier to complete the Agreement, regardless of shipper commitment to engage services of that carrier. An original or copy of such document shall be delivered by mail, or other convenient means, to shipper no less than three (3) days before the day of the move. Failure to deliver the Agreement in a timely manner or to complete the document as required herein will result in rates being assessed in accordance with Item 28,

**EFFECTIVE AS SHOWN ON TITLE PAGE**

## MAXIMUM RATE TARIFF 4

### ITEM 128 (Continued) AGREEMENT FOR MOVING SERVICES

paragraph 3. Such document shall be complete in details, including carrier's initial signature binding carrier to the quoted rates. The Not To Exceed Price and carrier's final signature must be added no later than the day of the move, but prior to performing any service in commencement of the move.

NOTE: No less than three (3) days means the Agreement must be in the hands of shipper on the third day before the day of the move. For example, if Saturday is the day of the move, the Agreement must be in the hands of shipper on Wednesday.

EXCEPTION 1: If shipper's first contact with carrier is less than three (3) days before the day of the move, the Agreement may be completed on the day of the move.

EXCEPTION 2: No less than three days before the move begins the carrier must provide the shipper with either a completed Agreement (except for the Not to Exceed Price and final carrier signature) or a blank Agreement (so the shipper who elects to waive advance receipt of the Agreement can still see the other standard terms, conditions, and limitations printed on the Agreement and be informed of what items (e.g., written rate quotation) are being waived). The shipper's signature waiving advance receipt of the Agreement may be obtained on the day of the move, but issuance of a fully completed Agreement on the day of the move before the move begins - including the Not to Exceed Price - can never be waived.

EXCEPTION 3: For multiple or repeat shippers, a Master Agreement may be used to cover all moves for that shipper rather than individual agreements for each move. Such Master Agreement must accomplish the purpose of this tariff, not violate the intent of the tariff, and shipping documents must reference the Master Agreement where appropriate.

2. The Agreement shall be signed by carrier and shipper prior to commencement of performance of any specified service, and the signed original or duplicate delivered to shipper prior to or at time service is begun. Such document shall contain the following information:

- (a) Name, address and T number of carrier or carriers.
- (b) Date move is tendered.
- (c) Date Agreement issued.
- (d) Date and time of pickup requested or other arrangement.
- (e) Names of shippers and consignees.
- (f) Name, address or telephone number of party to be notified. (See NOTE 1.)
- (g) Description of notification and delivery arrangements.

**MAXIMUM RATE TARIFF 4****ITEM 128 (Continued)\*\*  
AGREEMENT FOR MOVING SERVICES**

- (h) Points of origin and destination.
- (i) Description of shipment, in sufficient detail to determine the articles and services included in the Not To Exceed Price.
- (j) Description of transportation and accessorial services to be performed (including number of helpers and number of packers to be provided).
- (k) Rates and charges quoted for the services described in the documents, including any minimums (hours, weights, packing materials and per pound valuation requirements). (See NOTE 2.)
- (l) Valuation of shipment. (See NOTES 3 and 4.)
- (m) Signatures of carrier and shipper.
- (n) Name, address and telephone number of a person to whom notification provided for in Item 100 shall be given, except when this cannot be obtained from shipper.
- (o) Preferred delivery date or the time period within which delivery may be expected at destination.
- (p) Whether payment is to be made in cash, check or by credit card.
- (q) A Not To Exceed Price showing the maximum amount that may be charged for services listed. This will be the total amount shown on the Estimated Cost of Services, when issued, plus the total amount shown on any Change Order for Services (Change Order) issued before the Agreement is signed. Change Orders issued after the Agreement is signed will affect the Not To Exceed Price directly.
- (r) A Consumer Protections and/or Waivers section as set forth in Item 450. Each of the following elements shall be included:
  - (1) Explanation of carrier's obligation to ensure shipper has received the booklet "Important Information for Persons Moving Household Goods." Shipper must initial a statement "I have received the booklet".
  - (2) Explanation of all loss and damage protection options. Shipper shall make a valuation declaration.
  - (3) Explanation of carrier's obligation to ensure shipper has the Agreement no less than three (3) days before the day of the move, and the conditions under which said obligation is nullified.

**MAXIMUM RATE TARIFF 4****ITEM 128 (Continued)\*/o  
AGREEMENT FOR MOVING SERVICES****(4) Shipper's signature.**

3. The form of the Agreement in Item 450 will be suitable and proper. The format may be that most convenient for carrier. Such form may be combined with the shipping document into a single document, provided that:

- (a) such single document (and its issuance) is in compliance with the provisions of this item and Item 132;
- (b) such single document is properly identified as to what it purports to be; and
- (c) carrier maintains a copy of the signed Agreement separate from the shipping document.

4. The original or duplicate documents (including a Master Agreement if one is referenced) shall be retained and preserved by the issuing carrier, subject to Commission inspection, for a period of not less than three (3) years from date issued for all documents except Master Agreements. Master Agreements shall be retained for a period of not less than three (3) years from date of expiration or cancellation.

5. The carrier must relinquish possession of the shipment upon payment of the applicable Not To Exceed Price plus the charges for all services listed on a Change Order issued after the Agreement is signed. Charges collected by carrier in excess of those based on rates quoted in the Agreement, Estimate, and/or Change Order shall be refunded to debtor within ten (10) days of collection.

6. In the event of conflicting valuation declarations, valuation protection levels and/or rates for valuation, the figures and levels indicated on the Agreement will apply, except when a Change Order that indicates different valuation figures or levels is issued.

NOTE 1: Carrier shall request of shipper, a notification party and notification address or telephone number. When shipper cannot furnish such information, or declines to do so, that fact must be shown on the document.

NOTE 2: The following statement shall be placed upon the document:

**IMPORTANT NOTICE**

- (a) Utilities Commission's Maximum Rate Tariff 4 may be quoted or charged, unless an Estimated Cost of Services has been issued three (3) days or more before the day of the move.

**MAXIMUM RATE TARIFF 4****ITEM 128 (Concluded)\*  
AGREEMENT FOR MOVING SERVICES**

The Not To Exceed Price shall be no higher than the Estimated Cost of Services plus any Change Order for Services issued prior to signing this Agreement. The maximum charge shall be the quoted rates applied to: the number of hours, weight, or number of other units of measurement, but no higher than the Not To Exceed Price.

(b) Copies of the California Public Utilities Commission's Maximum Rate Tariff 4 are open for public inspection at the Commission's offices in San Francisco and Los Angeles and at the carrier's office: \_\_\_\_\_

(designate location)

NOTE 3: The following statement shall be placed on the Agreement in the Consumer Protection and/or Waivers section under the heading VALUATION DECLARATION:

NOTICE: Coverage For Loss And Damage Is Limited To The Actual Cash Value Of Losses Up To The Amount Of \$20,000 Unless The Shipper Signing This Contract Inserts In The Space Below, In His (Or Her) Own Handwriting, Another Value. You May Be Charged For Coverage Provided Other Than \$.60 Per Pound Per Article.

Shipper hereby releases the entire shipment to a value not exceeding

\$ \_\_\_\_\_

(To be completed by shipper signing below.)

(As provided in Item 450, each valuation option offered by carrier must be listed, with carrier's charge, and a space for shipper to initial choice of coverage. In addition, if carrier elects to apply a minimum per pound valuation level, the carrier must so state.)

NOTE 4: The following statement shall be placed on the Agreement: EXECUTION OF THE AGREEMENT DOES NOT EXEMPT CARRIER FROM COMPLIANCE WITH ANY PROVISION OF LAW OR PUBLIC UTILITIES COMMISSION RULES OR REGULATIONS, EVEN THOUGH NOT EXPRESSLY SET FORTH IN THE AGREEMENT.

**MAXIMUM RATE TARIFF 4****ITEM 132  
SHIPPING ORDER AND FREIGHT BILL**

1. A shipping document shall be issued by carrier to shipper for each shipment received for transportation. The shipping document shall show the following information:

- (a) Name, address and T number of carrier.
- (b) All names, both real and fictitious, used by carrier in conducting its operations.
- (c) Identification of the carrier name under which the particular transportation is performed where more than one name is listed.
- (d) The address of carrier's principal place of business, designated as such and of such local offices as may be desired where business with the public is conducted.
- (e) Date Issued.
- (f) Name of each shipper and consignee.
- (g) Points of origin and destination.
- (h) Description of the shipment.
- (i) Unit of measurement upon which charges are based, namely:
  - (1) Actual time and minimum number of hours; or
  - (2) Actual number of pieces; or,
  - (3) Actual and minimum weight; or
  - (4) Minimum per pound valuations.
- (j) Deductions in time, if any, and reasons therefore.
- (k) Number of helpers and packers.
- (l) Rates and charges assessed.
- (m) Description of accessorial services performed, if any, and each separate charge therefore.
- (n) Signature of carrier or his agent.
- (o) Such other information as may be necessary to make an accurate determination of the applicable rate and charge.
- (p) Name, address and telephone number of a person to whom notification provided for in Item 100 shall be given, except when this cannot be obtained from the shipper.
- (q) Preferred delivery date or the period of time within which delivery of the shipment may be expected to be made at destination.
- (r) Not To Exceed Price.
- (s) Total charges on Estimated Cost of Services and Change Order for Services.
- (t) Whether payment is to be made by use of credit card.
- (u) The following notice whenever a carrier requires a signed statement acknowledging delivery and receipt of goods:

**NOTICE: PLEASE INSPECT YOUR GOODS PROMPTLY. CLAIMS FOR ANY LOST OR DAMAGED GOODS MUST BE FILED WITH THE CARRIER IN WRITING.**

**MAXIMUM RATE TARIFF 4****ITEM 132 (Concluded)  
SHIPPING ORDER AND FREIGHT BILL**

2. The form of shipping document in Item 460 will be suitable and proper. Such form may be combined with the Agreement for Moving Services into a single document provided such single document (and the issuance thereof) is in compliance with the provisions of Item 128 and is properly identified as to what it purports to be.

3. A duplicate of each shipping document, freight bill, accessorial service document, weighmaster's certificate, written instructions, written agreement, written request, Master Agreement or any other written document supporting rates and charges assessed and which the carrier is required to issue, receive or obtain by this tariff for any transportation or accessorial service shall be retained and preserved by the carrier, at a location within the State of California, subject to Commission inspection, for a period of not less than three (3) years from:

- (a) date of expiration or cancellation, for a master Agreement;
- (b) date of issuance, for all other documents.

A copy of each such document pertaining to the shipment shall be given to shipper when charges are collected.

---

**ITEM 136<sup>1/2</sup>  
DECLARATION OF VALUE -- VALUATION RATES**

1. The transportation rates provided in this tariff are based upon a declared value of \$0.60 per pound per article, for the actual weight of any article(s) in a shipment. The declared value shall be deemed to relate to all services undertaken by carrier or its agents.

2. Unless shipper expressly declares a value other than \$20,000 for the shipment, carrier's maximum liability for lost and damaged articles in a shipment shall be up to \$20,000 of actual cash value.

3. The declared value must be entered on the Agreement for Moving Services (Agreement) and signed by shipper, as described in Item 128, NOTE 3. (See NOTES 1 and 2.)

4. Carrier must state the valuation rates on the Agreement when issued. If carrier fails to do so, the rate shall default to \$0 (zero) for each \$100 (or fraction thereof) of declared value.

5. Each shipping piece or package and contents thereof shall constitute an article, except that total component parts of any article taken apart or knocked down for handling and loading in vehicle shall constitute one article for the purpose of determining carrier's liability. When an entire shipment is transported in containers, lift vans or shipping boxes, each shipping package, piece or loose items not enclosed within a package in such containers, lift vans or shipping boxes will constitute the article.

**MAXIMUM RATE TARIFF 4****ITEM 136 (Continued)\* / o / o  
DECLARATION OF VALUE - VALUATION RATES**

6. When Actual Cash Value protection is ordered in writing by the shipper, or if protection defaults to Actual Cash Value up to \$20,000 because no value is declared, carrier shall guarantee recovery for articles lost and damaged while in its possession at the actual cash value up to the declared value, or if none, \$20,000.

The maximum fixed rate for Actual Cash Value protection provided by the carrier will be \$0.69 for each \$100 (or fraction thereof) of declared value. (An additional valuation charge for storage-in-transit shall apply; see Note 3.)

7. When Full Value protection is ordered in writing by the shipper, carrier shall guarantee either replacement, reimbursement for full replacement cost, or satisfactory repairs of article(s) lost or damaged while in carrier's custody, up to the declared value. (See Note 4.)

The maximum fixed rate for Full Value protection provided by the carrier will be \$1.05 for each \$100 (or fraction thereof) of declared value. (An additional valuation charge for storage-in-transit may apply; see Note 3.)

(a) When shipper assumes responsibility for the first \$250 of any claim, the maximum fixed rate shall be \$0.42 for each \$100 (or fraction thereof) of declared value. (See Note 5.)

(b) When shipper assumes responsibility for the first \$500 of any claim, the maximum fixed rate shall be \$0.21 for each \$100 (or fraction thereof) of declared value. (See Note 5.)

8. When protection during storage-in-transit is ordered in writing by the shipper, carrier shall guarantee recovery of goods up to the declared value at the protection level chosen by the shipper. (See Notes 3 and 6.)

(a) The maximum fixed rate for Actual Cash Value protection while shipment is in storage-in-transit will be \$0.15 for each \$100 (or fraction thereof) of declared value.

(b) The maximum fixed rate for Full Value protection while shipment is in storage-in-transit will be \$0.21 for each \$100 (or fraction thereof) of declared value.

(1) When shipper assumes responsibility for the first \$250 of any claim, the maximum fixed rate shall be \$0.08 for each \$100 (or fraction thereof) of declared value. (See Note 5.)

(2) When shipper assumes responsibility for the first \$500 of any claim, the maximum fixed rate shall be \$0.04 for each \$100 (or fraction thereof) of declared value. (See Note 5.)



**MAXIMUM RATE TARIFF 4**

**ITEM 136 (Concluded)  
DECLARATION OF VALUE - VALUATION RATES**

9. In the event of conflicting valuation declarations, valuation protection levels and/or rates for valuation, the figures and levels indicated on the Agreement will apply, except when a Change Order for Services that indicates different figures or levels is issued.

NOTE 1: Where shipper is the employer of the actual owner of the used household goods being transported and is responsible for all charges in connection with the move, shipper may declare the value of the shipment to be a lump sum other than \$20,000 by (a) specification made on a purchase order, or (b) issuing in advance of shipping date an appropriate letter of instructions to carrier. In such instances, carrier must incorporate the instructions by reference to the document in (a) or (b) above in the Agreement in lieu of the personal signature and handwritten statement relating to declared rates.

NOTE 2: For multiple or repeat shippers, a Master Agreement may be used to cover all moves for that shipper rather than individual Agreements for each move. Such Master Agreement must accomplish the purpose of this tariff, not violate the intent of the tariff, and the shipping documents must reference the Master Agreement where appropriate.

NOTE 3: On shipments accorded storage-in-transit under the provisions of Item 160, separate valuation charges may be assessed for the transportation from initial point of origin to point of storage and for the transportation from point of storage to point of destination.

NOTE 4: The carrier's guarantee of Full Value protection must be covered by insurance as provided in General Order 136 series unless the Commission has approved an application for furnishing alternative protection pursuant to General Order 136 series.

NOTE 5: When shipper presents a properly documented claim for lost or non-delivered article(s) and the investigation establishes the carrier's liability for the lost or non-delivered article(s), no deductible shall apply.

NOTE 6: No charge shall be made where storage-in-transit of a shipment is undertaken for carrier's convenience.

**MAXIMUM RATE TARIFF 4****ITEM 1400/o  
FLIGHT AND LONG CARRY RATES**

(See Notes 1 and 2)

When pickup or delivery of a shipment requires flight or long carry service, the following rates per pickup or delivery per flight and/or long carry are the maximum fixed rates to be assessed:

Maximum Fixed Rates  
For Flight and/or Long Carry

**1. Shipment Rate Basis**

Hourly under Item 320.....	No additional
Piece under Item 330.....	\$3.30 per piece
Distance under Items 300, 310, 380 or 390.....	\$1.10 per 100 pounds
(See Note 3.)	

**2. Pipe Organs, Grand Pianos, Harpsichords and all other types of pianos and organs not capable of being conveniently hand carried by the one person**

<b>(a) Inside a building or house:</b>	
First Flight .....	\$20.60 (See Notes 4 and 6.)
Each additional Flight.....	\$10.35
<b>(b) Outside a building or house:</b>	
First Flight.....	\$20.60
Each additional Step.....	\$ 0.60

**NOTE 1: FLIGHT CARRY** for shipments of goods other than those described in paragraph 2 means a carry involving: (a) a series of at least eight (8) but not over 20 stairway steps, except when inside a single dwelling; (b) each series of not more than 20 stairway steps in excess of the first 20, except when inside a single dwelling; (c) elevator service other than vehicular (motor vehicle) elevator service.

For the purpose of calculating the number of stairway steps in a series, a landing or level area occurring at a point on the stairway shall not be deemed to break the continuity of the series.

**MAXIMUM RATE TARIFF 4****ITEM 140 (Concluded)  
FLIGHT AND LONG CARRY RATES**

**NOTE 2:** LONG CARRY means each 50 feet or portion thereof carried in excess of the first 75 feet when, through no fault of the carrier, its unit of equipment cannot be placed 75 feet or closer to a stairway or other entrance of the dwelling at which the shipment, or component thereof, is to be picked up or delivered.

**NOTE 3:** Charges shall be based upon the actual weight of the article(s) for which flight or long carry service is provided.

**NOTE 4:** For shipments of goods described in paragraph 2(a) of this item the first flight inside a building or house shall consist of at least eight (8) steps. Additional flights shall be defined as the number of complete floors above or below the first flight. If an elevator is employed, it will be considered one flight.

**NOTE 5:** For shipments of goods described in paragraph 2 of this item the first flight outside a building or house shall consist of at least eight (8) but not more than 20 steps. Steps less than 8 will not be considered a flight.

**NOTE 6:** Flight carry charges apply each time service is rendered.

---

**ITEM 148  
SPLIT PICKUP**

Split pickup service may be accorded subject to the following conditions.

1. The charge for the composite shipment shall be paid by a single debtor.
2. Maximum charges shall be computed as follows:
  - (a) Under hourly rates (Item 320), apply:
    - (1) The applicable rate for the total time consumed in loading at the point of origin of each component part and in unloading at point of destination, PLUS
    - (2) The applicable rate for double the driving time expended between each such point (see NOTE).

**MAXIMUM RATE TARIFF 4**

**ITEM 148 (Concluded)  
SPLIT PICKUP**

(b) Under distance rates (Items 300, 310, 380 and 390), apply:

- (1) The applicable rate for the total weight of the composite shipment to point of destination from the point of origin which produces the shortest distance via the other point or points of origin, PLUS
- (2) An additional charge of not more than \$70.40 for each stop to load between first point of origin and point of destination.

NOTE: Total time shall be converted into hours and/or fractions thereof in accordance with the provisions of Item 136.

---

**ITEM 152  
SPLIT DELIVERY**

Split delivery service may be accorded subject to the following conditions.

1. The charge for the composite shipment shall be paid by a single debtor.
2. Maximum charges shall be computed as follows:
  - (a) Under hourly rates (Item 320), apply:
    - (1) The applicable rate for the total time consumed in loading at point of origin in unloading at point of destination of each component part, PLUS
    - (2) The applicable rate for double the driving time expended between each such point (see NOTE).

**MAXIMUM RATE TARIFF 4****ITEM 152 (Concluded)  
SPLIT DELIVERY**

(b) Under distance rates (Item 300, 310, 380, and 390), apply:

- (1) The applicable rate for the total weight of the composite shipment from point of origin to that point of destination which produces the shortest distance via the other point or points of destination, PLUS
- (2) An additional charge of not more than \$70.40 for each stop to unload between point of origin and final point of destination.

NOTE: Total time shall be converted into hours and/or fractions thereof in accordance with the provisions of Item 36.

---

**ITEM 156  
SPLIT PICKUP AND SPLIT DELIVERY IN COMBINATION**

(See Note 1.)

Split pickup and split delivery service may be accorded in combination subject to the following conditions.

1. The entire shipment must be picked up within a 24-hour period and shall be comprised of a minimum of four (4) component parts.
2. The charge for the composite shipment shall be paid by a single debtor.
3. Maximum charges shall be computed as follows:
  - (a) Under hourly rates (Item 320), apply:
    - (1) The applicable rate for the total time consumed in loading at each point of origin and in unloading at each point of destination, PLUS
    - (2) The applicable rate for double the driving time expended between point of origin of any component part and point of destination of any component part via the remaining points of origin and destination. (See Note 2.)

# MAXIMUM RATE TARIFF 4

## ITEM 156 (Concluded) SPLIT PICKUP AND SPLIT DELIVERY IN COMBINATION

(b) Under distance rates (Items 300 and 310), apply:

- (1) The applicable rate for the total weight of the composite shipment from the point of origin to the point of destination which produces the shortest distance via the remaining points of origin and destination, PLUS
- (2) An additional charge of not more than \$70.40 for each stop to load or unload between first point of origin and final point of destination.

NOTE 1: The provisions of this item shall not apply on shipments afforded storage-in-transit under the provisions of Item 160.

NOTE 2: Total time shall be converted into hours and/or fractions thereof in accordance with the provisions of Item 36.

---

## ITEM 160 STORAGE-IN-TRANSIT

(See Notes 1 and 2.)

1. At the request of consignor or consignee, a shipment may be accorded one-time storage-in-transit at a point between point of origin and point of destination for a period not to exceed 90 days from the date of unloading at storage point. (See Note 1.)

2. Maximum charges shall be computed on the following basis:

- (a) The applicable transportation rate (including transportation valuation, if any, as provided in Item 136) from initial point of origin to point of storage, PLUS
- (b) The applicable transportation rate (including transportation valuation, if any, as provided in Item 136) from point of storage to point of destination, PLUS

**MAXIMUM RATE TARIFF 4****ITEM 160 (Concluded)  
STORAGE-IN-TRANSIT**

- (c) A one-time warehouse handling charge of up to either \$4.65 per 100 pounds on the stored weight or \$23.25, whichever is greater, PLUS
- (d) A storage charge of up to either \$1.55 per 100 pounds on the stored weight or \$7.90, whichever is greater, for the first day, and up to \$0.11 per 100 pounds per day for each additional day the shipment remains in storage, PLUS
- (e) The storage-in-transit valuation charge, if any, as provided in Item 136.

NOTE 1: In the event a shipment remains in storage in excess of 90 days, the point of storage shall be considered the point of destination and thereafter, the shipment shall be subject to the rules, regulations and charges of the individual warehouseman. The subsequent transportation from point of storage to point of delivery shall be considered a separate shipment. In the event the ultimate destination of a shipment afforded storage-in-transit is not known at the time of pickup at point of origin, transportation from point of storage to point of delivery shall be considered a separate shipment, regardless of the duration of the storage provided.

NOTE 2: On shipments subject to hourly rates both into and out of point of storage-in-transit the weight of the shipment, for purposes of determining the warehouse handling and storage charges, may be estimated by multiplying the total cubic feet of storage space occupied by the shipment on the warehouse platform or in the warehouse by seven (7) pounds per cubic foot.

---

**ITEM 164  
LIGHT AND BULKY ARTICLES**

When a distance rated shipment includes bulky articles as named below, the following maximum loading and unloading charges or weight additive may be applied.

**MAXIMUM RATE TARIFF 4**

**ITEM 164 (Continued)**  
**LIGHT AND BULKY ARTICLES**

**LOADING AND UNLOADING CHARGES** include BOTH loading and unloading service and the handling and blocking of such article, and applies each time loading and unloading service is required, including shipments requiring storage-in-transit (except for carrier convenience).

	Per	Maximum Rates (in Dollars)
<b>AUTOMOBILES, TRUCKS OR VANS</b> including dune buggies and all terrain and specialty motor vehicles, which for the purpose of this item shall be classified as an automobile.....	Each	\$99.40
<b>MOTORCYCLES OF 250 cc and over</b> .....	Each	\$63.15
<b>TRACTORS AND RIDING MOWERS of 25 horsepower</b> .....	Each	\$75.75
<b>TRACTORS AND RIDING MOWERS of less than 25 horsepower</b> ....	Each	\$50.50
<b>SNOWMOBILES OR RIDING GOLF CARTS</b> .....	Each	\$50.50
<b>BOATS, CANOES, SKIFFS, LIGHT ROWBOATS, KAYAKS, SAILBOATS AND BOAT TRAILERS (See weight additives below.)</b>		
<b>TRAILERS</b> , including utility and pop-up trailers (for boat trailers, travel camper trailers and mini-mobile homes, see weight additives below).....	Each	\$56.80
<b>CAMPERS, UNMOUNTED ON TRUCKS</b> , designed to carriage on pickup trucks (for travel camper trailers and mini-mobile homes, see weight additives below).....	Each	\$143.60
<b>CAMPERS, MOUNTED ON PICKUP TRUCKS</b> (for travel camper trailers and mini-mobile homes, see weight additives below).....	Each	\$143.60
<b>PIPE ORGANS, GRAND PIANOS, HARPSICHORDS</b> and all other types of <b>PIANOS</b> and <b>ORGANS</b> (any size) (excluding portable organs, pianos or harpsichords capable of being conveniently hand carried by one person).....	Each	\$64.25

**EFFECTIVE AS SHOWN ON TITLE PAGE**



**MAXIMUM RATE TARIFF 4****ITEM 164 (Continued)  
LIGHT AND BULKY ARTICLES**

	Per	Maximum Rates (in Dollars)
<b>PLAYHOUSES, TOOL SHEDS, UTILITY SHEDS and including animal and bird shelters (transported set up, not dismantled) in excess of 100 cubic feet .....</b>	Each	\$94.65
<b>HOTUBS, SPAS, WHIRLPOOL BATHS AND JACUZZIS (transported set up, not dismantled) in excess of 100 cubic feet.....</b>	Each	\$94.65
<b>SATELLITE TELEVISION OR RADIO RECEIVING DISCS OR DISHES, INCLUDING MOUNTS, STANDS AND ACCESSORIAL EQUIPMENT</b>		
Disc/Dish Outside Diameter 4 feet or less.....	Each	\$50.50
Over 4 feet but not over 8 feet.....	Each	\$75.75
Over 8 feet but not over 12 feet.....	Each	\$112.05
Over 12 feet.....	Each	\$175.20

**WEIGHT ADDITIVES:** When shipment includes travel camper trailers, mini-mobile homes (other than utility and pop-up trailers), airplanes, boats, light rowboats, kayaks, canoes, gliders (except hang gliders), skiffs, sailboats and/or boat trailers, the transportation charges will be based on the net scale weight of the shipment, plus a weight additive calculated in accordance with the table show below:

**AIRPLANES OR GLIDERS** (except hang gliders): 120 pounds per linear foot of total length of the fuselage

**BOATS** 14 ft. and over in length: 115 pounds per linear foot.

**BOAT TRAILERS** any length: 75 pounds per linear foot.

**CANOES, SKIFFS, LIGHT ROWBOATS AND KAYAKS** 14 ft. and over in length: 40 pounds per linear foot.

**SAILBOATS** 14 ft. and over in length: 125 pounds per linear foot.

**TRAVEL CAMPER TRAILERS AND MINI-MOBILE HOMES** (other than utility and pop-up trailers): 300 pounds per linear foot.

**MAXIMUM RATE TARIFF 4****ITEM 164****LIGHT AND BULKY ARTICLES (Concluded)**

**NOTE 1:** This weight additive **WILL NOT APPLY** to boats, canoes, skiffs, light rowboats, kayaks or sailboats of less than 14 ft. in length, nor to dinghies or sculls any size.

**NOTE 2:** When shipment contains two or more articles subject to the weight additive, the total weight additives for that shipment will be the sum of the individual additives for each bulky article calculated separately.

**NOTE 3:** In determining lengths for the purpose of this item, all fractions of a foot will be disregarded.

**NOTE 4:** The length of boats, canoes, skiffs, light rowboats, kayaks or sailboats shall be determined by the straight center line distance between the top center point of the transom and a point perpendicular with the foremost of the bow, Manufacturer's "length overall" or "center line length" shall apply as the correct length for the purposes of this item in lieu of physical measurement by carrier.

**NOTE 5:** The length of boat trailers shall be the straight center line distance from a point equal to the rearmost part of the trailer to foremost part of the trailer tongue. Manufacturer's "length overall" shall apply as the correct length for the purposes of this item in lieu of physical measurement by carrier.

**NOTE 6:** The Light and Bulky Articles Charge or the Weight Additive **MAY APPLY** for the following items, tendered either whole or in a disassembled or partially disassembled condition: automobiles, trucks, vans, dune buggies, all terrain and specialty motor vehicles, motorcycles, boats, canoes, skiffs, sailboats, boat trailers, tractors, riding mowers, snow mobiles, riding golf carts, trailers, campers, airplanes and gliders.

---

**ITEM 168****RIGGING, HOISTING OR LOWERING**

When it is necessary to use rigging, hoisting or lowering services to accomplish pickup or delivery of a shipment, carrier shall perform such services at rates no higher than those provided in Item 320, subject to carrier's ability to furnish proper equipment and experienced personnel.

If requested by shipper, carrier shall act as shipper's agent to secure such services from a third party, if available. All charges of third persons must be paid by shipper and are in addition to all other charges named herein.

**MAXIMUM RATE TARIFF 4****ITEM 172  
DISASSEMBLING AND REASSEMBLING**

Distance Rates in Items 300, 310, 330, 380 and 390 DO NOT include removing any outdoor articles embedded in the ground or secured to a building, nor the assembling or disassembling of any outdoor articles such as steel utility cabinets, swing sets, slides, sky rides, jungle gyms or other outdoor articles of similar nature, nor the assembling or disassembling of unusual articles found inside of buildings such as German schanks, water beds, steel shelving, pool tables, elongated work tables, counters, etc. Upon request of shipper, carrier will disassemble or reassemble such articles, subject to charges provided in Item 320. The shipper will be required to furnish, at the time of reassembling, any new hardware, nuts, bolts, etc., necessary to perform the service.

**ITEM 1760  
APPLIANCE SERVICING**

1. Distance rates in Items 300, 310, 330, 380 and 390 DO NOT include the servicing or reservicing of articles or appliances including, but not limited to washing machines, refrigerators, deep freeze cabinets, air conditioners, grandfather clocks, radios, record players and television sets, which, if not properly serviced, may be damaged in or incident to transit. Carrier assumes no liability for such damage unless such articles are serviced as provided in Notes 1 and 2 of this item, or unless such damage is caused by negligence on the part of carrier.

2. Upon request of shipper, on shipments subject to distance rates specified in paragraph 1 of this item, carrier will service or reservice appliances or other articles subject to the rates specified in paragraph 3 below. (See Notes 1 and 2.)

3. The following maximum fixed rates shall apply for servicing or reservicing appliances, as specified by this item. (See Note 3.)

**Servicing or Reservicing of Appliances:**

	TERRITORY		
	A	B	C
First Item.....	\$12.20	\$10.80	\$9.40
Each Additional Item .....	\$ 8.10	\$ 7.10	\$6.25

NOTE 1: If carrier does not possess the qualified personnel to properly service and reservice such articles or appliances, carrier will upon request of, and as agent for shipper, engage third persons to perform the servicing and reservicing. All charges of

**MAXIMUM RATE TARIFF 4****ITEM 176  
APPLIANCE SERVICING (Concluded)**

third persons must be paid by shipper, and are in addition to all other charges in this tariff. Such charges will be advanced by carrier, and billed as an Advanced Charge as provided in Item 180.

NOTE 2: Carrier reserves the right to inspect articles or appliances to determine whether they are in good working order before accepting them for shipment. Carrier assumes no liability whatsoever for the charges of third persons for the resynchronization of grandfather clocks including the pendulum or weights therefor which were disassembled at origin by carrier, or the returning, refocusing or other adjustments of television sets unless such services were made necessary due to carrier's negligence.

NOTE 3: The applicable rate shall be that for the territory where the service is provided. For description of territories see Item 210.

---

**ITEM 180  
ADVANCED CHARGES**

Charges advanced by carrier for services of others engaged at the request of shipper will be supported by carrier with a copy of invoice setting forth services rendered, charges and basis thereof, together with reference to applicable schedule or tariff if charges are assessed in accordance therewith. The advanced charges are in addition to and shall be collected with all other charges.

---

**ITEM 184  
SHUTTLE SERVICE**

1. It is the responsibility of shipper to make the shipment accessible to carrier or accept delivery from carrier at a point at which the road haul vehicle may be safely operated.
2. When it is physically impossible for carrier to perform pickup of shipment at origin or to complete delivery of shipment at destination with normally assigned road haul equipment, due to the structure of the building, its inaccessibility by highway, inadequate or unsafe public or private road, overhead obstructions, narrow gates, sharp turns, trees, shrubbery, the deterioration of roadway due to rain, flood, snow, or nature of an article or articles included in the shipment, the carrier shall hold itself available at point of pickup or tender delivery at destination at nearest point of approach to desired location where road haul equipment can be made safely accessible.

**EFFECTIVE AS SHOWN ON TITLE PAGE**

**MAXIMUM RATE TARIFF 4**

**ITEM 184 (Concluded)  
SHUTTLE SERVICE**

3. Upon request of shipper, carrier will use or engage smaller equipment than its normal road haul equipment or provide extra labor to transfer the shipment between the origin or destination and nearest point of approach by the carrier's road haul equipment. Such service shall be provided at rates no higher than those in Item 320, and shall be in addition to all other transportation or accessorial charges.

4. If shipper does not accept the shipment at nearest point of safe approach by carrier's road haul equipment to the destination, Item 96 (Inability to Make Delivery) shall apply.

**EFFECTIVE AS SHOWN ON TITLE PAGE**

First Revised Page 50

Cancels

Original Page 50

**MAXIMUM RATE TARIFF 4**

**SECTION 2  
REGIONS  
AND  
TERRITORIES**

**EFFECTIVE AS SHOWN ON TITLE PAGE**

**ITEM 200**  
**APPLICATION OF REGIONAL AND TERRITORIAL DESCRIPTIONS**

Descriptions of Regions and Territories in this section apply in connection with rates and regulations making references thereto. Where the written description of a Region or Territory conflicts with the map descriptions of that same Region or Territory, the written descriptions will govern.

---

**ITEM 210**  
**DESCRIPTION OF TERRITORIES (See Map in Item 230)**

**TERRITORY A**

The City and County of San Francisco and the Counties of Alameda, Contra Costa, Marin, Monterey, San Mateo, Santa Clara, Santa Cruz and Sonoma.

**TERRITORY B**

The Counties of Imperial, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego and Ventura.

**TERRITORY C**

All Counties in the state not included in Territories A and B.

---

**ITEM 220**  
**DESCRIPTION OF REGIONS (See Map in Item 240)**

**REGION 1** consists of that area embraced by the following description and shall include all points within incorporated cities through which the boundaries pass and all points in unincorporated territory within one actual highway mile of the avenues, boulevards, highways, roads (not railroads) or streets named as boundary lines.

Beginning at a point where the northerly boundary of San Francisco County intersects U.S. highway 101; northerly along U.S. Highway 101 to State Route 1; westerly along State Route 1 to Panoramic Highway; northerly along Panoramic Highway to Marin View Avenue; northerly along Marin View Avenue and its northerly prolongation to the city limits of Mill Valley; northerly and easterly along the city limits of Mill Valley to the city limits of Larkspur; northerly and easterly along the city limits of Larkspur to Woodland Road (Kentfield); westerly and northerly along

**MAXIMUM RATE TARIFF 4****ITEM 220 (Continued)  
DESCRIPTION OF REGIONS**

Woodland Road and its northerly prolongation to Goodhill Road; westerly and northerly along Goodhill Road and its northerly prolongation to the city limits of Ross City; westerly and northerly along the city limits of Ross City to the city limits of San Anselmo; northerly along the city limits of San Anselmo to the city limits of Fairfax; westerly, northerly and easterly along the city limits of Fairfax to Oak Manor Drive; northerly along Oak Manor Drive and its northerly prolongation to the city limits of Novato; northerly, easterly and westerly along the city limits of Novato to Atherton Avenue; easterly and southeasterly along Atherton Avenue to State Route 37; northeasterly along State Route 37 to Interstate Highway 80; northeasterly along Interstate Highway 80 to its intersection with the east levee of the Yolo Bypass; northerly along the east levee of the Yolo Bypass to Tule Lake Road (south levee of the Sacramento Bypass); easterly along Tule Lake Road (south levee of the Sacramento Bypass); easterly along Tule Lake Road (south Levee of the Sacramento Bypass) and its easterly prolongation to the Sacramento River; northerly along the Sacramento River to the northwesterly boundary of Sacramento County; easterly and southerly along said boundary line to the northeasterly boundary of San Joaquin County; southerly along said boundary line to the northeastern boundary of Stanislaus County; southeasterly along said boundary line to the northeastern boundary of Merced County; southeasterly along said boundary line to the northern boundary of Madera County; westerly along said boundary line to the main line of the Atchison, Topeka and Santa Fe Railway Co.; southerly along the main line of The Atchison, Topeka and Santa Fe Railway Co. to the northern boundary of Fresno County; northeasterly along said boundary line to the Friant Kern Canal; southerly, westerly and easterly along the Friant Kern Canal to State Route 65 south of Strathmore; southerly along State Route 65 to Seventh Standard Road; easterly along Seventh Standard Road to the intersection of North Chester Avenue, then continuing due east along an imaginary line to point of intersection with the developed line of the northerly extension of Morning Drive; southerly along such developed extension and Morning Drive to State Route 58; southeasterly along State Route 58 to Neumarkel Road; southerly on Neumarkel Road to Panama Road; westerly along Panama Road to Rock Pile Road; southerly along Rock Pile Road to the intersection of Sunset Boulevard, then continuing due south along an imaginary line to Laval Road; westerly along Laval Road to State Route 99; southerly along State Route 99 to the city limits of Los Angeles; northeasterly along the city limits of Los Angeles to the boundary of the Angeles National Forest; easterly, southerly and northerly along the boundary

**EFFECTIVE AS SHOWN ON TITLE PAGE**



**MAXIMUM RATE TARIFF 4****ITEM 220 (Concluded)  
DESCRIPTION OF REGIONS (See Map in Item 240)**

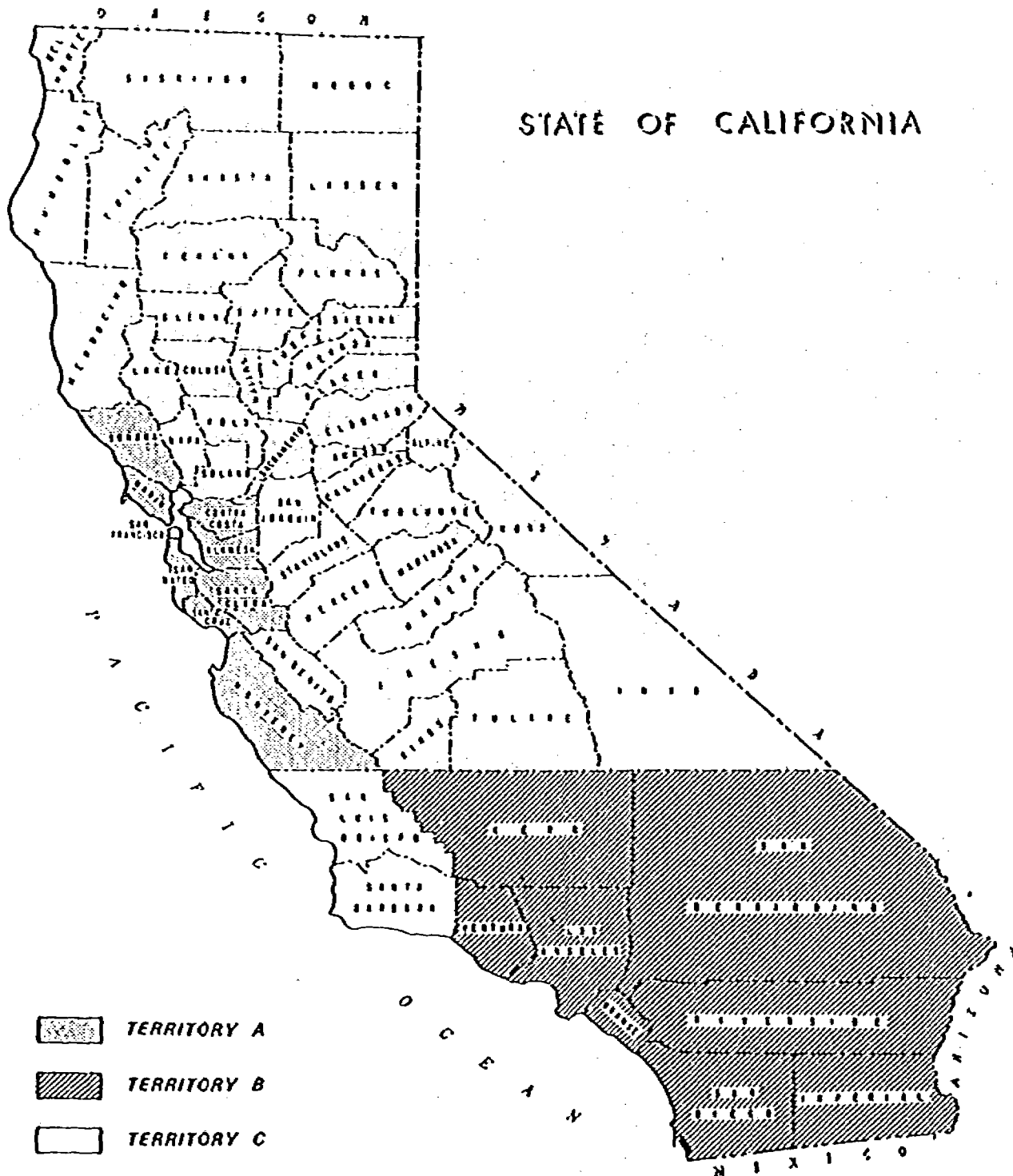
of the Angeles National Forest to the boundary of the San Bernardino National Forest; easterly, northerly and southerly along the boundary of the San Bernardino National Forest and a prolongation thereof to Riverside Avenue; southeasterly along Riverside Avenue to State Route 30; easterly along State Route 30 to interstate Highway 215; southwesterly and southeasterly along Interstate Highway 215 to State Route 215; southerly along State Route 215 to its intersection with Interstate Highway 15; southerly along Interstate Highway 15 to its intersection with State Route 76, thence southerly along an imaginary line to the intersection of Poway Road and State Route 67; southerly along State Route 67 to its intersection with Woodside Avenue; easterly along Woodside Avenue to its intersection with Maine Avenue; southerly along Maine Avenue to its intersection with Los Coches Road; southeasterly along Los Coches Road to Olde Highway 80; southwesterly along Olde Highway 80 to the city limits of El Cajon; southerly, easterly and westerly along the city limits of El Cajon to Avocado Boulevard; southerly along Avocado Boulevard to State Route 94; southeasterly along State Route 94 to Jamacha Boulevard; southwesterly along Jamacha Boulevard to Grand Avenue; southerly along Grand Avenue to Lakeview Avenue; southwesterly along Lakeview Avenue and a prolongation thereof to the Sweetwater River; southwesterly along the Sweetwater River to the city limits of Chula Vista; southerly, easterly and westerly along the city limits of Chula Vista to the city limits of San Diego; easterly and southerly along the city limits of San Diego to the International Boundary; westerly along the International Boundary to the shore line of the Pacific Ocean; thence along the shore line of the Pacific Ocean to point of beginning.

REGION 2 consists of all of the State of California not included in Region 1.

MAXIMUM RATE TARIFF 4

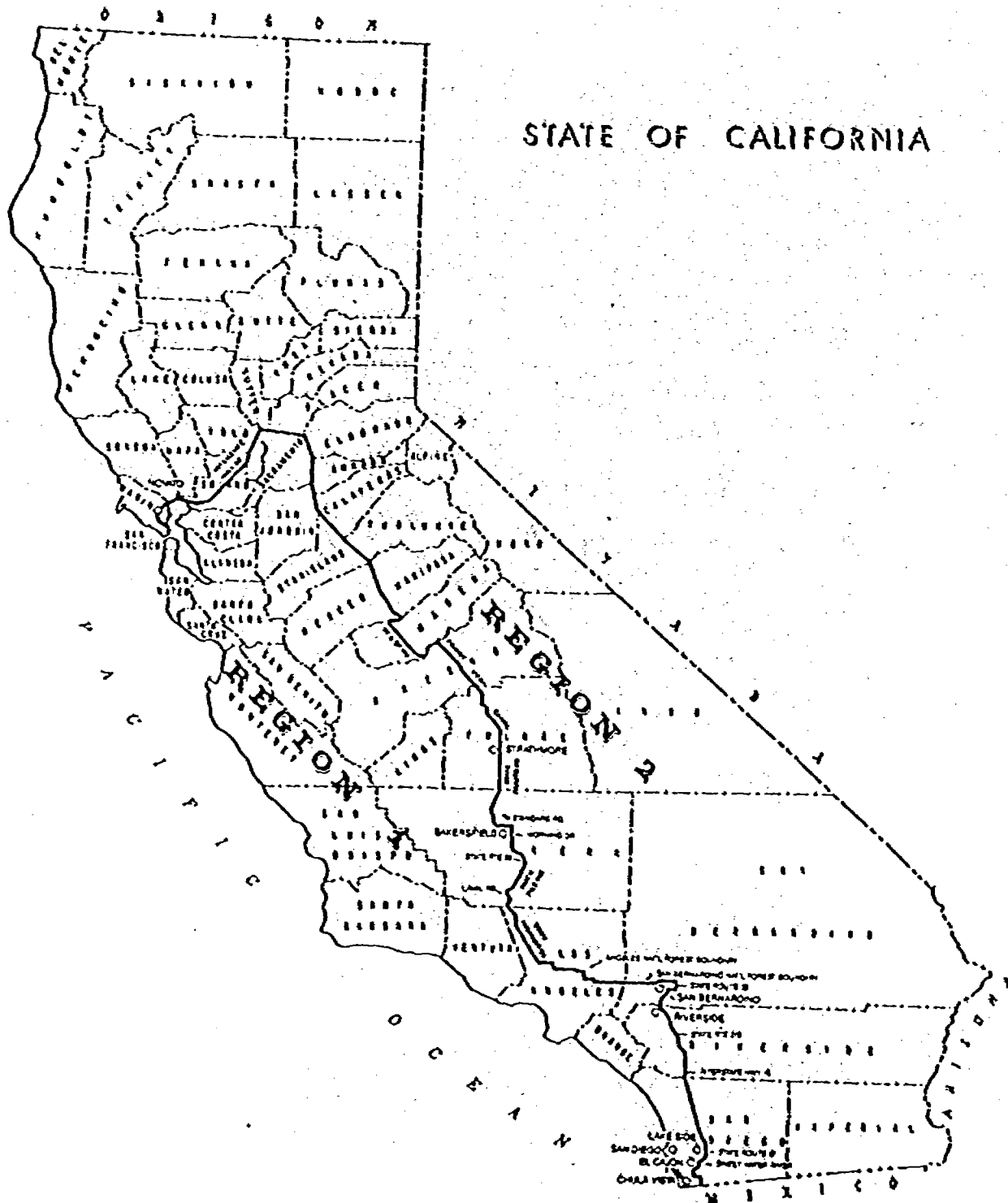
ITEM 230

MAPS OF TERRITORIES AS DESCRIBED IN ITEM 210



EFFECTIVE AS SHOWN ON TITLE PAGE

## STATE OF CALIFORNIA



EFFECTIVE AS SHOWN ON TITLE PAGE

**MAXIMUM RATE TARIFF 4**

**SECTION 3**

**RATES**

**EFFECTIVE AS SHOWN ON TITLE PAGE**

## MAXIMUM RATE TARIFF 4

## ITEM 300 0

## REGION 1. MAXIMUM FIXED DISTANCE RATES IN DOLLARS PER 100 POUNDS

Rates named in this item apply subject to Item 16 (Application of Rates) and only to shipments transported between points located within Region 1. (See NOTES 1 through 6)

MILES		BREAK		MINIMUM WEIGHT IN POUNDS											
NOT		ANY	POINT												
OVER	OVER	QTY	lbs.	1000	B.P.	2000	B.P.	5000	B.P.	8000	B.P.	12000	B.P.	16000	
0	10	59.95	606	36.30	1,488	27.00	4,917	26.55	7,744	25.70	11,627	24.90	15,776	24.55	
10	20	60.95	605	36.85	1,488	27.40	4,918	26.95	7,748	26.10	11,656	25.35	15,716	24.90	
20	30	62.05	602	37.30	1,494	27.85	4,884	27.20	7,765	26.40	11,705	25.75	15,752	25.35	
30	40	63.10	600	37.85	1,501	28.40	4,868	27.65	7,769	26.85	11,710	26.20	15,695	25.70	
40	50	64.15	601	38.50	1,494	28.75	4,853	27.90	7,771	27.10	11,846	26.75	15,672	26.20	
50	60	65.10	602	39.15	1,490	29.15	4,863	28.35	7,803	27.65	11,718	27.00	15,793	26.65	
60	70	66.10	601	39.70	1,494	29.65	4,857	28.80	7,806	28.10	11,659	27.30	15,825	27.00	
70	80	67.25	598	40.20	1,505	30.25	4,827	29.20	7,781	28.40	11,684	27.65	15,885	27.45	
80	90	68.00	600	40.75	1,505	30.65	4,821	29.55	7,770	28.70	11,708	28.00	15,915	27.85	
90	100	69.00	598	41.20	1,510	31.10	4,808	29.90	7,773	29.05	11,732	28.40	15,888	28.20	
100	120	71.60	586	41.95	1,514	31.75	4,804	30.50	7,791	29.70	11,637	28.80	15,862	28.55	
120	140	74.15	584	43.25	1,494	32.30	4,846	31.30	7,732	30.25	11,624	29.30	15,809	28.95	
140	160	76.75	574	44.00	1,498	32.95	4,818	31.75	7,736	30.70	11,629	29.75	15,812	29.40	
160	180	79.30	565	44.80	1,498	33.55	4,807	32.25	7,777	31.35	11,560	30.20	15,789	29.80	
180	200	81.85	560	45.80	1,485	34.00	4,809	32.70	7,780	31.80	11,510	30.50	15,869	30.25	
200	225	85.10	551	46.85	1,490	34.90	4,743	33.10	7,807	32.30	11,462	30.85	15,871	30.60	
225	250	87.70	544	47.70	1,489	35.50	4,733	33.60	7,858	33.00	11,401	31.35	15,822	31.00	
250	275	88.90	548	48.65	1,485	36.10	4,744	34.25	7,860	33.65	11,341	31.80	15,824	31.45	
275	300	90.20	548	49.40	1,488	36.75	4,735	34.80	7,863	34.20	11,404	32.50	15,754	32.00	
300	325	91.45	555	50.75	1,465	37.15	4,758	35.35	7,842	34.65	11,429	33.00	15,661	32.30	
325	350	92.50	557	51.45	1,476	37.95	4,763	36.15	7,812	35.30	11,457	33.70	15,621	32.90	
350	375	93.95	556	52.20	1,489	38.85	4,717	36.65	7,870	36.05	11,518	34.60	15,515	33.55	
375	400	95.05	562	53.35	1,489	39.70	4,730	37.55	7,755	36.40	11,638	35.30	15,547	34.30	
400	425	96.10	566	54.30	1,501	40.75	4,700	38.30	7,792	37.30	11,598	36.05	15,557	35.05	
425	450	97.30	566	55.05	1,521	41.85	4,690	39.25	7,848	38.50	11,580	37.15	15,484	35.95	
450	475	98.15	569	55.80	1,536	42.85	4,703	40.30	7,842	39.50	11,666	38.40	15,376	36.90	
475	500	99.25	573	56.80	1,555	44.15	4,746	41.90	7,724	40.45	11,748	39.60	15,293	37.85	
500	550	100.35	584	58.60	1,567	45.90	4,799	44.05	7,637	42.05	11,786	41.30	15,381	39.70	
550	600	101.55	592	60.10	1,570	47.15	4,841	45.65	7,606	43.40	11,765	42.55	15,493	41.20	
600	650	102.70	598	61.40	1,574	48.30	4,850	46.85	7,599	44.50	11,690	43.35	15,521	42.05	
650	700	103.70	603	62.45	1,579	49.30	4,853	47.85	7,633	45.65	11,632	44.25	15,512	42.90	
700	750	104.70	607	63.45	1,586	50.30	4,861	48.90	7,616	46.55	11,640	45.15	15,523	43.80	
750	800	105.80	611	64.60	1,593	51.45	4,860	50.00	7,601	47.50	11,622	46.00	15,566	44.75	
800	850	106.80	615	65.60	1,598	52.40	4,862	50.95	7,608	48.45	11,604	46.85	15,574	45.60	
850	—														
ADD		1.10		1.00		1.00		1.00		0.95		0.85		0.85	
FOR EACH 50 MILES OR FRACTION THEREOF OVER 850 MILES															

EFFECTIVE AS SHOWN ON TITLE PAGE

## MAXIMUM RATE TARIFF 4

### ITEM 300 (Concluded) REGION 1 MAXIMUM FIXED DISTANCE RATES

NOTE 1: When shipment charges based on actual weight exceed those based on a greater minimum weight, the latter shall apply. Break Point indicates the weight at which a lower charge results by using the minimum weight and applicable rate at next higher minimum weight bracket.

NOTE 2: For computation of distances, see Item 40.

NOTE 3: Additional charges for bridge or ferry tolls shall not be assessed on shipments transported at the rates contained in this item.

NOTE 4: When carrier's vehicle is held for the convenience of shipper or consignee through no fault of the carrier in connection with shipments moving or to be moved under this item, one hour free time shall be allowed. A charge at the hourly rates contained in Item 320 will be assessed for each hour, or fraction thereof, in excess of the one hour free time period.

NOTE 5: For descriptions of Regions, see Item 220.

NOTE 6: Rates named in this item apply in connection with shipments accorded split pickup, split delivery and both split pickup and split delivery only when points of origin and destination of all component parts of such shipments are located within Region 2, or between points located in Region 1, on the one hand, and Region 2, on the other hand. Rates named in Item 310 apply to shipments afforded split pickup, split delivery and both split pickup and split delivery when excluded from the provisions of this items.

## MAXIMUM RATE TARIFF 4

## ITEM 3100

## REGION 2. MAXIMUM FIXED DISTANCE RATES IN DOLLARS PER 100 POUNDS

Rates named in this item apply subject to Item 16 (Application of Rates) and only to shipments transported between points within Region 2, or between points located in Region 1, on the one hand, and points located in Region 2, on the other hand. (See NOTES 1 through 6)

MILES		BREAK		MINIMUM WEIGHT IN POUNDS											
NOT	ANY														
OVER	OVER	QTY	lbs.	1000	B.P.	2000	B.P.	5000	B.P.	8000	B.P.	12000	B.P.	16000	
0	10	59.95	606	36.30	1,491	27.05	4,908	26.55	7,744	25.70	11,627	24.90	15,776	24.55	
10	20	60.95	605	36.85	1,488	27.40	4,918	26.95	7,748	26.10	11,656	25.35	15,716	24.90	
20	30	62.05	602	37.30	1,491	27.85	4,884	27.20	7,765	26.40	11,705	25.75	15,752	25.35	
30	40	63.10	600	37.85	1,501	28.40	4,868	27.65	7,769	26.85	11,710	26.20	15,695	25.70	
40	50	64.15	601	38.50	1,494	28.75	4,853	27.90	7,771	27.10	11,846	26.75	15,672	26.20	
50	60	65.30	603	39.35	1,490	29.30	4,881	28.60	7,735	27.65	11,849	27.30	15,620	26.65	
60	70	66.40	604	40.10	1,507	30.20	4,835	29.20	7,713	28.15	11,894	27.90	15,628	27.25	
70	80	67.45	607	40.90	1,502	30.70	4,854	29.80	7,705	28.70	11,875	28.40	15,606	27.70	
80	90	68.55	606	41.50	1,514	31.40	4,833	30.35	7,750	29.40	11,776	28.85	15,668	28.25	
90	100	69.65	605	42.10	1,518	31.95	4,821	30.80	7,793	30.00	11,721	29.30	15,700	28.75	
100	120	73.10	592	43.25	1,517	32.80	4,787	31.40	7,860	30.85	11,631	29.90	15,760	29.45	
120	140	76.15	582	44.30	1,520	33.65	4,778	32.15	7,826	31.45	11,638	30.50	15,791	30.10	
140	160	78.80	576	45.35	1,520	34.45	4,783	32.95	7,818	32.20	11,591	31.10	15,718	30.55	
160	180	81.85	566	46.30	1,521	35.20	4,766	33.55	7,798	32.70	11,634	31.70	15,748	31.20	
180	200	84.55	560	47.30	1,521	35.95	4,757	34.20	7,802	33.35	11,605	32.25	15,777	31.80	
200	225	87.50	558	48.75	1,512	36.85	4,743	34.95	7,817	34.15	11,579	32.95	15,661	32.25	
225	250	90.35	552	49.80	1,507	37.50	4,767	35.75	7,821	34.95	11,571	33.70	15,644	32.95	
250	275	91.90	554	50.85	1,511	38.40	4,760	36.55	7,847	35.85	11,532	34.45	15,629	33.65	
275	300	93.05	558	51.90	1,513	39.25	4,778	37.50	7,819	36.65	11,526	35.20	15,660	34.45	
300	325	94.20	563	52.95	1,515	40.10	4,789	38.40	7,803	37.45	11,520	35.95	15,822	35.55	
325	350	95.40	575	54.80	1,511	41.40	4,771	39.50	7,798	38.50	11,626	37.30	15,679	36.55	
350	375	97.60	575	56.05	1,513	42.40	4,794	40.65	7,774	39.50	11,651	38.35	15,625	37.45	
375	400	98.65	577	56.90	1,522	43.30	4,770	41.30	7,816	40.35	11,629	39.10	15,632	38.20	
400	425	99.40	579	57.50	1,533	44.05	4,773	42.05	7,791	40.95	11,649	39.75	15,638	38.85	
425	450	100.25	581	58.15	1,540	44.75	4,794	42.90	7,777	41.70	11,583	40.25	15,682	39.45	
450	475	100.95	582	58.75	1,541	45.25	4,802	43.45	7,807	42.40	11,618	41.05	15,650	40.15	
475	500	101.75	582	59.15	1,547	45.75	4,831	44.20	7,801	43.10	11,583	41.60	15,654	40.70	
500	550	102.45	585	59.90	1,566	46.90	4,846	45.45	7,736	43.95	11,646	42.65	15,644	41.70	
550	600	103.35	589	60.80	1,576	47.90	4,860	46.55	7,700	44.80	11,639	43.45	15,687	42.60	
600	650	104.10	593	61.70	1,579	48.70	4,857	47.30	7,747	45.80	11,581	44.20	15,729	43.45	
650	700	104.70	598	62.55	1,582	49.45	4,859	48.05	7,701	46.25	11,637	44.85	15,679	43.95	
700	750	105.45	606	63.85	1,570	50.10	4,886	48.95	7,674	46.95	11,617	45.45	15,631	44.40	
750	800	106.35	608	64.65	1,594	51.50	4,860	50.05	7,601	47.55	11,622	46.05	15,566	44.80	
800	850	107.60	611	65.70	1,600	52.55	4,858	51.05	7,601	48.50	11,617	46.95	15,557	45.65	
850	—														
ADD		1.10		1.00		1.00		1.00		0.95		0.85		0.85	
FOR EACH 50 MILES OR FRACTION THEREOF OVER 850 MILES															

EFFECTIVE AS SHOWN ON TITLE PAGE

**MAXIMUM RATE TARIFF 4**

**ITEM 310 (Concluded)  
REGION 2 MAXIMUM FIXED DISTANCE RATES**

**NOTE 1:** When shipment charges based on actual weight exceed those based on a greater minimum weight, the latter shall apply. Break Point indicates the weight at which a lower charge results by using the minimum weight and applicable rate at next higher minimum weight bracket.

**NOTE 2:** For computation of distances, see Item 40.

**NOTE 3:** Additional charges for bridge or ferry tolls shall not be assessed on shipments transported at the rates contained in this item.

**NOTE 4:** When carrier's vehicle is held for the convenience of shipper or consignee through no fault of the carrier in connection with shipments moving or to be moved under this item, one hour free time shall be allowed. A charge at the hourly rates contained in Item 320 will be assessed for each hour, or fraction thereof, in excess of the one hour free time period.

**NOTE 5:** For descriptions of Regions, see Item 220.

**NOTE 6:** Rates named in this item apply in connection with shipments accorded split pickup, split delivery and both split pickup and split delivery only when points of origin and destination of all component parts of such shipments are located within Region 2, or between points located in Region 1, on the one hand, and Region 2, on the other hand. Rates named in Item 310 apply to shipments afforded split pickup, split delivery and both split pickup and split delivery when excluded from the provisions of this items.

**EFFECTIVE AS SHOWN ON TITLE PAGE**



# MAXIMUM RATE TARIFF 4

Third Revised Page 61  
Cancels  
Second Revised Page 61

## ITEM 3200 MAXIMUM FIXED RATES IN DOLLARS PER HOUR

(See Notes 1 through 5.)

Rates named in this item apply for shipments transported for distances of 100 constructive miles or less, subject to Item 16 (Application of Rates).

		Territory (See Note 4)		
		A	B	C
1. Straight Time				
Unit of equipment, plus:				
(a) one person (driver).....	\$ 76.50	\$ 73.00	\$ 62.70	
(b) two persons (driver and helper).....	\$122.30	\$112.85	\$ 97.95	
(c) additional persons, in excess of two, per person.....	\$ 44.10	\$ 38.00	\$ 33.75	
2. Time-and-a-half (See Note 5.)				
Unit of equipment, plus:				
(a) one person (driver).....	\$ 99.75	\$ 93.30	\$ 80.25	
(b) Two persons (driver and helper) .....	\$165.60	\$150.25	\$131.00	
(c) additional persons, in excess of two, per person.....	\$ 64.25	\$ 55.20	\$ 49.15	
3. Double Time (See Note 5.)				
Unit of equipment, plus:				
(a) one person (driver).....	\$122.85	\$113.55	\$ 97.80	
(b) two person (driver and helper).....	\$208.95	\$187.70	\$163.90	
(c) additional persons, in excess of two, per person.....	\$ 84.45	\$ 72.40	\$ 64.55	

EFFECTIVE AS SHOWN ON TITLE PAGE

**MAXIMUM RATE TARIFF 4**

**ITEM 320 (Concluded)  
MAXIMUM FIXED RATES IN DOLLARS PER HOUR**

**NOTE 1:** The highest rated territory in or through which the shipment or any component thereof is transported, shall determine the applicable maximum hourly rates for such shipment.

**NOTE 2:** Actual bridge and ferry tolls may be added to charges based on rates contained in this item when such toll charges are incurred by the carrier. When two or more shipments are transported under the provisions of this item at the same time on one unit of equipment, the incurred toll charges shall be equally divided between each shipment.

**NOTE 3:** For computation of time, see Item 36.

**NOTE 4:** For description of territories, see Item 210.

**NOTE 5:** Overtime rates may be assessed subject to the maximum rates in paragraphs 2 and 3 of this item when shipper requests service at a time when carrier must pay its relevant employees overtime in accordance with Industrial Welfare Commission Wage Order 9-90.

**EFFECTIVE AS SHOWN ON TITLE PAGE**

**MAXIMUM RATE TARIFF 4****ITEM 3309****MAXIMUM FIXED RATES IN DOLLARS PER PIECE**

(See Notes 1 through 5.)

Rates named in this item apply for shipments of not more than 5 pieces transported for distances of 50 constructive miles or less, subject to Item 16 (Application of Rates).

Miles	First Piece	Each Additional Piece
Not over 10.....	\$53.05	\$18.10
Over 10, but not over 20.....	\$98.65	\$18.10
Over 20.....	\$137.80	\$18.10

NOTE 1: PIECE means each household, office or institutional article tendered in assembled form; or, in the alternative, tendered in disassembled form but secured in a manner allowing the article to be handled as a unit.

NOTE 2: For computation of distances, see Item 40.

NOTE 3: Additional charges for bridge or ferry tolls shall not be assessed on shipments transported at the rates contained in this item.

NOTE 4: Rates in this item will not apply to shipments afforded split pickup and/or split delivery nor to shipments afforded storage-in-transit.

NOTE 5: Rates in this item will not apply to pianos and organs not conveniently hand carried by one person. Refer to Item 164 (Light and Bulky Articles) for rates for pipe organs, grand pianos, harpsichords and all other types of pianos and organs.

**EFFECTIVE AS SHOWN ON TITLE PAGE**

### MAXIMUM FIXED RATES FOR PACKING/UNPACKING AND CONTAINERS

**EFFECTIVE AS SHOWN ON TITLE PAGE**

**MAXIMUM RATE TARIFF 4****ITEM 340 (Continued)****MAXIMUM FIXED RATES FOR PACKING/UNPACKING AND CONTAINERS****2. RATES PER HOUR PER PERSON**

(See Notes 1 through 5.)

PACKING AND UNPACKING	TERRITORY		
	A	B	C
(a) STRAIGHT TIME.....	\$49.10	\$43.20	\$37.40
(b) TIME-AND-A-HALF.....	\$72.25	\$63.40	\$55.00
(c) DOUBLE TIME.....	\$95.35	\$83.70	\$72.45

NOTE 1: Rates do not include separate pickup and/or delivery of shipping containers and packing materials provided.

NOTE 2: For description of territories, see Item 210.

NOTE 3: The applicable rate shall be the rate for the territory in which the service is provided.

NOTE 4: Rates in Paragraph 2 of this item apply for packing or unpacking or both, and may be used in lieu of rates in paragraph 1 (Rates per Container) if carrier and shipper agree to such application before the service commences, subject to Items 28 and 128. The Agreement for Service shall determine the applicable maximum rate for the service.

NOTE 5: Overtime rates may be assessed subject to the maximum rates in paragraphs 2(b) and 2(c) of this item when shipper requests service at a time when carrier must pay its relevant employees overtime in accordance with Industrial Welfare Commission Wage Order 9-90.

NOTE 6: Container charges in paragraph 1 include all materials used in the packing and sealing of the container indicated. No additional charge shall be made for such materials including dividers, paper, tape and labels.

**EFFECTIVE AS SHOWN ON TITLE PAGE**

**MAXIMUM RATE TARIFF 4**

**ITEM 340 (Concluded)  
MAXIMUM FIXED RATES  
FOR PACKING/UNPACKING AND CONTAINERS (Concluded)**

**NOTE 7:** The maximum rates in paragraph 1 include packing and construction of such containers.

**NOTE 8:** No charge will be assessed for wardrobes on shipments transported at the rates provided in Item 320,

**NOTE 9:** Packing container rates do not include sales tax.

**NOTE 10:** Overtime rates for work performed at rates in paragraph 1 (Rates per Container) may be assessed when shipper requests service at a time when carrier must pay its relevant employees overtime in accordance with Industrial Welfare Commission Wage Order 90-9. To calculate a maximum rate for overtime multiply the rate in paragraph 1 by the appropriate factor:

- a) 1.47 for time-and-a-half;
- b) 1.94 for double time.

**EFFECTIVE AS SHOWN ON TITLE PAGE**

## MAXIMUM RATE TARIFF 4

## ITEM 380◇

## REGION 1. MAXIMUM FIXED DISTANCE RATES TO OR FROM STORAGE IN DOLLARS PER 100 POUNDS

Rates named in this item apply subject to Item 16 (Application of Rates) and only to shipments transported between points located within Region 1. (See NOTES 1 through 7)

MILES		BREAK		MINIMUM WEIGHT IN POUNDS										
NOT		ANY POINT												
OVER	OVER	QTY	Lbs.	1000	B.P.	2000	B.P.	5000	B.P.	8000	B.P.	12000	B.P.	16000
0	10	59.95	577	34.55	1,488	25.70	4,913	25.25	7,763	24.50	11,731	23.95	15,733	23.55
10	20	60.95	575	35.00	1,492	26.10	4,895	25.55	7,781	24.85	11,759	24.35	15,705	23.90
20	30	62.05	573	35.50	1,493	26.50	4,868	25.80	7,799	25.15	11,786	24.70	15,741	24.30
30	40	63.10	571	36.00	1,501	27.00	4,862	26.25	7,787	25.55	11,813	25.15	15,682	24.65
40	50	64.15	571	36.60	1,495	27.35	4,845	26.50	7,774	25.75	11,931	25.60	15,719	25.15
7	60	65.10	572	37.20	1,490	27.70	4,856	26.90	7,807	26.25	11,841	25.90	15,784	25.55
60	70	66.10	571	37.70	1,494	28.15	4,858	27.35	7,825	26.75	11,754	26.20	15,817	25.90
70	80	67.25	569	38.25	1,504	28.75	4,827	27.75	7,770	26.95	11,800	26.50	15,910	26.35
80	90	68.00	570	38.70	1,507	29.15	4,803	28.00	7,786	27.25	11,846	26.90	15,911	26.75
90	100	69.60	568	39.15	1,510	29.55	4,814	28.45	7,761	27.60	11,827	27.20	15,912	27.05
100	120	71.60	558	39.95	1,510	30.15	4,810	29.00	7,780	28.20	11,766	27.65	15,827	27.35
120	140	74.15	555	41.15	1,493	30.70	4,854	29.80	7,719	28.75	11,750	28.15	15,802	27.80
140	160	76.75	546	41.85	1,499	31.35	4,825	30.25	7,736	29.25	11,713	28.55	15,804	28.20
160	180	79.30	539	42.70	1,497	31.95	4,821	30.80	7,754	29.85	11,639	28.95	15,807	28.60
180	200	81.85	534	43.65	1,485	32.40	4,815	31.20	7,770	30.30	11,604	29.30	15,837	29.00
200	225	85.10	526	44.75	1,489	33.30	4,753	31.65	7,798	30.85	11,534	29.65	15,866	29.40
225	250	87.70	521	45.65	1,484	33.85	4,742	32.10	7,851	31.50	11,486	30.15	15,788	29.75
250	275	88.90	524	46.50	1,482	34.45	4,754	32.75	7,854	32.15	11,403	30.55	15,870	30.30
275	300	90.20	525	47.35	1,481	35.05	4,758	33.35	7,845	32.70	11,487	31.30	15,847	31.00
300	325	91.45	532	48.60	1,459	35.45	4,775	33.85	7,835	33.15	11,530	31.85	15,749	31.35
325	350	92.50	533	49.25	1,473	36.25	4,780	34.65	7,793	33.75	11,609	32.65	15,682	32.00
350	375	93.95	534	50.10	1,482	37.10	4,738	35.15	7,864	34.55	11,636	33.50	15,642	32.75
375	400	95.05	540	51.25	1,478	37.85	4,763	36.05	7,756	34.95	11,760	34.25	15,673	33.55
400	425	96.10	543	52.15	1,492	38.90	4,731	36.80	7,794	35.85	11,683	34.90	15,748	34.25
425	450	97.30	544	52.85	1,516	40.05	4,707	37.70	7,841	36.95	11,659	35.90	15,666	35.15
450	475	98.15	546	53.55	1,534	41.05	4,714	38.70	7,845	37.95	11,684	36.95	15,632	36.10
475	500	99.25	551	54.60	1,550	42.30	4,758	40.25	7,722	38.85	11,738	38.00	15,622	37.10
500	550	100.35	562	56.30	1,565	44.05	4,802	42.30	7,641	40.40	11,763	39.60	15,718	38.90
550	600	101.55	569	57.70	1,569	45.25	4,840	43.80	7,617	41.70	11,698	40.65	15,882	40.35
600	650	102.70	575	58.95	1,575	46.40	4,850	45.00	7,609	42.80	11,580	41.30	15,981	41.25
650	700	103.70	580	60.05	1,583	47.50	4,843	46.00	7,618	43.80	11,507	42.00	16,020	42.05
700	750	104.70	583	60.95	1,592	48.50	4,841	46.95	7,626	44.75	11,478	42.80	16,075	43.00
750	800	105.80	587	62.10	1,596	49.55	4,844	48.00	7,617	45.70	11,410	43.45	16,185	43.95
800	850	106.80	591	63.05	1,607	50.65	4,838	49.00	7,601	46.55	11,382	44.15	16,218	44.75
850	—	—	—	—	—	—	—	—	—	—	—	—	—	—
ADD		1.10		0.95		0.95		0.95		0.90		0.80		0.80
FOR EACH 50 MILES OR FRACTION THEREOF OVER 850 MILES														

EFFECTIVE AS SHOWN ON TITLE PAGE

**MAXIMUM RATE TARIFF 4**

**ITEM 380 (Concluded)  
REGION 1 MAXIMUM FIXED DISTANCE RATES  
TO OR FROM STORAGE (Concluded)**

**NOTE 1:** When shipment charges based on actual weight exceed those based on a greater minimum weight, the latter shall apply. Break Point indicates the weight at which a lower charge results by using the minimum weight and applicable rate at next higher minimum weight bracket.

**NOTE 2:** For computation of distances, see Item 40.

**NOTE 3:** Additional charges for bridge or ferry tolls shall not be assessed on shipments transported at the rates contained in this item.

**NOTE 4:** When carrier's vehicle is held for the convenience of shipper or consignee through no fault of carrier in connection with shipments moving or to be moved under this item, one hour free time shall be allowed. A charge at the hourly rates contained in Item 320 will be assessed for each hour, or fraction thereof, in excess of the one hour free time period.

**NOTE 5:** For descriptions of Regions, see Item 220.

**NOTE 6:** Rates named in this item apply in connection with shipments accorded split pickup, split delivery and both split pickup and split delivery only when points of origin and destination of all component parts of such shipments are located within Region 1. Rates named in Item 390 apply to shipments afforded split pickup, split delivery and both split pickup and split delivery when excluded from the provisions of this item.

**NOTE 7:** Rates in this item do not apply to shipments afforded split pickup and split delivery in combination.

**EFFECTIVE AS SHOWN ON TITLE PAGE**



## MAXIMUM RATE TARIFF 4

## ITEM 390 Q

## REGION 2. MAXIMUM FIXED DISTANCE RATES TO OR FROM STORAGE IN DOLLARS PER 100 POUNDS

Rates named in this item apply subject to Item 16 (Application of Rates) and only to shipments transported between points within Region 2, or between points located in Region 1, on the one hand, and points located in Region 2, on the other hand. (See NOTES 1 through 7)

MILES		BREAK		MINIMUM WEIGHT IN POUNDS										
NOT		ANY	POINTS											
OVER	OVER	QTY	lbs.	1000	R.P.	2000	R.P.	5000	R.P.	8000	R.P.	12000	R.P.	16000
0	10	59.95	578	34.60	1,486	25.70	4,855	24.95	7,696	21.00	11,851	23.70	15,528	23.00
10	20	60.95	576	35.05	1,490	26.10	4,866	25.40	7,701	21.45	11,829	24.10	15,602	23.50
20	30	62.05	573	35.50	1,491	26.45	4,859	25.70	7,736	21.85	11,880	24.60	15,610	24.00
30	40	63.10	571	36.00	1,501	27.00	4,843	26.15	7,771	22.40	11,859	25.10	15,618	24.50
40	50	64.15	571	36.60	1,495	27.35	4,845	26.50	7,774	22.75	11,931	25.60	15,719	25.15
50	60	65.30	574	37.45	1,488	27.85	4,884	27.20	7,751	26.35	11,955	26.25	15,635	25.65
60	70	66.40	574	38.05	1,509	28.70	4,852	27.85	7,756	27.00	11,978	26.95	15,644	26.35
70	80	67.45	576	38.85	1,506	29.25	4,872	28.50	7,748	27.60	11,892	27.35	15,766	26.95
80	90	68.55	575	39.35	1,518	29.85	4,866	29.05	7,835	28.45	11,769	27.90	15,828	27.60
90	100	69.65	575	40.00	1,521	30.40	4,869	29.60	7,852	29.05	11,753	28.45	15,860	28.20
100	120	73.10	562	41.05	1,523	31.25	4,833	30.20	7,921	29.90	11,619	28.95	15,945	28.85
120	140	76.15	553	42.05	1,527	32.10	4,829	31.00	7,871	30.50	11,646	29.60	15,919	29.45
140	160	78.80	547	43.10	1,527	32.90	4,833	31.80	7,862	31.25	11,578	30.15	15,868	29.90
160	180	81.85	539	44.05	1,528	33.65	4,815	32.40	7,828	31.70	11,622	30.70	15,896	30.50
180	200	84.55	532	44.90	1,535	34.45	4,797	33.05	7,819	32.30	11,648	31.35	15,898	31.15
200	225	87.50	530	46.30	1,527	35.35	4,788	33.85	7,811	33.05	11,619	32.00	15,776	31.55
225	250	90.35	525	47.35	1,521	36.00	4,813	34.65	7,827	33.90	11,593	32.75	15,732	32.20
250	275	91.90	527	48.40	1,525	36.90	4,804	35.45	7,843	34.75	11,552	33.45	15,761	32.95
275	300	93.05	531	49.40	1,527	37.70	4,821	36.35	7,846	35.65	11,512	34.20	15,743	33.65
300	325	94.20	535	50.35	1,530	38.50	4,832	37.20	7,839	36.45	11,490	34.90	15,932	34.75
325	350	95.40	548	52.20	1,523	39.75	4,831	38.40	7,834	37.60	11,554	36.20	15,824	35.80
350	375	97.60	548	53.45	1,525	40.75	4,835	39.40	7,848	38.65	11,550	37.20	15,742	36.60
375	400	98.65	551	54.30	1,533	41.60	4,820	40.10	7,881	39.50	11,514	37.90	15,747	37.30
400	425	99.40	552	54.85	1,539	42.20	4,835	40.80	7,873	40.15	11,531	38.60	15,752	38.00
425	450	100.25	555	55.55	1,547	42.95	4,849	41.65	7,847	40.85	11,516	39.20	15,776	38.65
450	475	100.95	556	56.05	1,551	43.45	4,851	42.15	7,896	41.60	11,496	39.85	15,780	39.30
475	500	101.75	556	56.50	1,556	43.95	4,875	42.85	7,870	42.15	11,488	40.35	15,822	39.90
500	550	102.45	559	57.25	1,573	45.00	4,906	44.15	7,792	43.00	11,540	41.35	15,807	40.85
550	600	103.35	563	58.10	1,584	46.00	4,908	45.15	7,788	43.95	11,495	42.10	15,867	41.75
600	650	104.10	567	59.00	1,584	46.70	4,915	45.90	7,826	44.90	11,453	42.85	15,926	42.65
650	700	104.70	573	59.90	1,585	47.45	4,911	46.60	7,786	45.35	11,511	43.50	15,872	43.15
700	750	105.45	579	61.05	1,573	48.00	4,948	47.50	7,748	46.00	11,505	44.10	15,819	43.60
750	800	106.35	582	61.85	1,595	49.30	4,924	48.55	7,679	46.60	11,498	44.65	15,785	44.05
800	850	107.60	586	62.95	1,599	50.30	4,921	49.50	7,685	47.55	11,483	45.50	15,772	44.85
850	--													
ADD		1.10		0.95		0.95		0.95		0.90		0.85		0.85
FOR EACH 50 MILES OR FRACTION THEREOF OVER 850 MILES														

EFFECTIVE AS SHOWN ON TITLE PAGE

**MAXIMUM RATE TARIFF 4**

**ITEM 390 (Concluded)  
REGION 2 MAXIMUM FIXED DISTANCE RATES  
TO OR FROM STORAGE**

**NOTE 1:** When shipment charges based on actual weight exceed those based on a greater minimum weight, the latter shall apply. Break Point indicates the weight at which a lower charge results by using the minimum weight and applicable rate at next higher minimum weight bracket.

**NOTE 2:** For computation of distances, see Item 40.

**NOTE 3:** Additional charges for bridge or ferry tolls shall not be assessed on shipments transported at the rates contained in this item.

**NOTE 4:** When carrier's vehicle is held for the convenience of shipper or consignee through no fault of carrier in connection with shipments moving or to be moved under this item, one hour free time shall be allowed. A charge at the hourly rates continued in Item 320 will be assessed for each hour, or fraction thereof, in excess of the one hour free time period.

**NOTE 5:** For descriptions of Regions, see Item 220.

**NOTE 6:** Rates named in this item apply in connection with shipments accorded split pickup, split delivery and both split pickup and split delivery only when points of origin and destination of all component parts of such shipments are located within Region 2, or between points located in Region 1, on the one hand, and points located in Region 2, on the other hand. Rates named in Item 380 apply to shipments afforded split pickup, split delivery and both split pickup and split delivery when excluded from the provisions of this item.

**NOTE 7:** Rates in this item do not apply to shipments afforded split pickup and split delivery in combination..

**EFFECTIVE AS SHOWN ON TITLE PAGE**

**MAXIMUM RATE TARIFF 4**

First Revised Page 71  
Cancels  
Original Page 71

**SECTION 4**  
**FORMS OF DOCUMENTS**

**EFFECTIVE AS SHOWN ON TITLE PAGE**

**MAXIMUM RATE TARIFF 4****ITEM 400  
BASIS FOR CARRIER'S ESTIMATED COST OF SERVICES****This is Not a Contract**

NAME OF CARRIER \_\_\_\_\_  
 T NUMBER OF CARRIER \_\_\_\_\_  
 ADDRESS OF CARRIER \_\_\_\_\_  
 TELEPHONE NUMBER OF CARRIER \_\_\_\_\_

NAME \_\_\_\_\_ PHONE NO. \_\_\_\_\_ DATE \_\_\_\_\_  
 MOVING FROM \_\_\_\_\_ MOVING TO \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

SERVICES REQUESTED: Distance Move \_\_\_\_\_ Hourly Move \_\_\_\_\_ Piece Move \_\_\_\_\_

SERVICE	SR	SNR	CNK	SERVICE	SR	SNR	CNK
Additional helpers	(No)			Overtime packing labor			
Appliance servicing				SIT monthly storage charge			
Elevator at origin				SIT moving into warehouse			
Elevator at destination				SIT moving out of warehouse			
Flights at origin	(No)			SIT warehouse handling			
Flights at destination	(No)			SIT warehouse wrapping or fumigating			
Hoisting or lowering at origin				Shuttle service at origin			
Hoisting or lowering at destination				Shuttle service at destination			
Long carry at origin	(No)			Disassembly of items			
Long carry at destination	(No)			Assembly of items			
Split delivery				Van & 1 person			
Split pickup				Van & 2 persons			
Packing material delivery/pickup				Overtime or Premium Labor			
Packing material				Expedited Service			
Packing labor: Hourly By Unit				Bulky Article(s) (No)			
Unpacking labor: Hourly By Unit				Additional Equipment Required			

Shipment is valued at actual cash value up to \$20,000, or as declared by the shipper.

Shipment Valuation \$ \_\_\_\_\_

**TRANSPORTATION VALUATION OPTIONS:**

60 cents lb/article @ No additional charge  
 Actual Cash Value @ \$ \_\_\_\_\_ per \$100 of declared value  
 Full Value\* @ \$ \_\_\_\_\_ per \$100 of declared value

SR : Service Requested  
 SNR : Service Not Requested  
 CNK : Condition Not Known  
 SIT : Storage-in-Transit

**STORAGE-IN-TRANSIT VALUATION OPTIONS:**

Actual Cash Value @ \$ \_\_\_\_\_ per \$100 of declared value  
 Full Value @ \$ \_\_\_\_\_ per \$100 of declared value

\*Deductible options may be available under Full Value protection.

CHARGES TO BE PAID BY: Cash \_\_\_\_\_ Certified Check \_\_\_\_\_ Money Order \_\_\_\_\_ Credit Card \_\_\_\_\_ Personal Check \_\_\_\_\_

Number of Articles \_\_\_\_\_ Number of Rooms \_\_\_\_\_ Total Number of Packing Containers \_\_\_\_\_  
 to be moved \_\_\_\_\_ to be moved \_\_\_\_\_ to be Supplied by Carrier. \_\_\_\_\_

I AM IN NO WAY OBLIGATED TO HAVE THE ABOVE-NAMED CARRIER PERFORM ANY SERVICES. I REQUEST ONLY THE SERVICES AND ITEMS LISTED ON THIS DOCUMENT BE CONSIDERED IN DETERMINING THE ESTIMATED COST. I UNDERSTAND THAT ADDITIONAL CHARGES WILL BE MADE FOR ANY ADDITIONAL SERVICES REQUESTED AT A LATER DATE.

I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED THE INFORMATIONAL MATERIAL "IMPORTANT INFORMATION FOR PERSON'S MOVING/HOUSEHOLD GOODS".

Signature of Shipper or Shipper's Representative \_\_\_\_\_

Date \_\_\_\_\_

NOTE: If moving conditions change between now and moving date, call the carrier.

**EFFECTIVE AS SHOWN ON TITLE PAGE**

# MAXIMUM RATE TARIFF 4

First Revised Page 73  
Cancels  
Original Page 73

ITEM 410 (Continued)  
TABLE OF MEASUREMENTS AND ESTIMATE

COLUMN 1				COLUMN 2			
Articles Not To Be Shipped	ARTICLE	Cu. Ft. Per Pc.	No. of Pc.	Articles Not To Be Shipped	ARTICLE	Cu. Ft. Per Pc.	No. of Pc.
LIVING AND FAMILY ROOMS				LIVING AND FAMILY ROOMS (Cont.)			
	Bar, Portable	15			Rug, Small Roll or Pad	3	
	Bench, Fireside or Piano	5			Sofa, 2 Cushions	35	
	Bookcase	20			Sofa, 3 Cushions	50	
	Bookshelves, Sectional	5			Sofa, 4 Cushions	60	
	Chair, Arm	10			Sofa, Sect., per Sect.	30	
	Chair, Occasional	15			Studio, Couch or Hideabed	50	
	Chair, Overstuffed	25			Tables, Coffee	5	
	Chair, Rocker	12			Tables, Dropleaf	12	
	Chair, Straight	5			Tables, Nesting	2	
	Clock, Grandfather	20			Television, Big Screen	40	
	Day Bed	30			Television Combination	25	
	Desk, Small or Winthrop	22			Television or Radio Console	15	
	Desk, Secretary	35			DINING ROOM		
	Fireplace Equipment	5			Bench, Harvest	10	
	Foot Stool	2			Buffet	30	
	Lamp, Floor or Pole	3			Cabinet, China	25	
	Magazine Rack	2			Cabinet, Corner	20	
	Music Cabinet	10			Chair, Dining	5	
	Piano, Baby Grand or Upright	70			Rug, Large Roll or Pad	10	
	Piano, Parlor Grand	80			Rug, Small Roll or Pad	3	
	Piano, Spinnet	60			Server	15	
	Rug, Large Roll or Pad	10			Table, Dining	30	
	Subtotal Col. 1				Tea Cart	10	
					Subtotal Col. 2		

EFFECTIVE AS SHOWN ON TITLE PAGE

MAXIMUM RATE TARIFF 4

ITEM 410 (Continued)  
TABLE OF MEASUREMENTS AND ESTIMATE

COLUMN 3				COLUMN 4			
Articles Not To Be Shipped	ARTICLE	Cu. Ft. Per Pc.	No. of Pc.	Articles Not To Be Shipped	ARTICLE	Cu. Ft. Per Pc.	No. of Pc.
BEDROOM				BEDROOM (Continued)			
	Bed, Including Spring & Mattress:				Waterbed	20	
	Double	60			NURSERY		
	King Size	70			Bathinette	5	
	Single or Hollywood	40			Bed, Youth	30	
	Rollaway	20			Chair, Child's	3	
	Bunk (Set of 2)	70			Chair, Rocker	12	
	Bookshelves, Sectional	5			Chest	12	
	Bureau, Dresser, Chest of Drawers, Chiffonier or Chiffonier	25			Chest, Toy	5	
	Cedar Chest	15			Crib, Baby	10	
	Chair, Boudoir	10			Pen, Play	10	
	Chair, Straight or Rocker	5			Rug, Large Roll or Pad	10	
	Chaise Lounge	25			Rug, Small Roll or Pad	3	
	Desk, Small or Winthrop	22			Table, Child's	5	
	Dresser or Vanity Bench	3			KITCHEN		
	Dresser, Double (Mr. & Mrs.)	50			Baker's Rack	20	
	Exercise Bike	10			Breakfast Suite Chairs	5	
	Night Table	5			Breakfast Table	10	
	Rug, Large Roll or Pad	10			Butcher Block	10	
	Rug, Small Roll or Pad	3			Chair, High	5	
	Vanity Dresser	20			Ironing Board	2	
	Wardrobe, Small	20			Kitchen Cabinet	30	
	Wardrobe, Large	40			Microwave	5	
	Subtotal Col. 3				Serving Cart	15	
					Stool	3	
					Table	5	
					Subtotal Col. 4		

EFFECTIVE AS SHOWN ON TITLE PAGE

## MAXIMUM RATE TARIFF 4

ITEM 410 (Continued)  
TABLE OF MEASUREMENTS AND ESTIMATE

COLUMN 5				COLUMN 6			
Articles Not To Be Shipped	ARTICLE	Cu. ft. Per Pc.	No. of Pc.	Articles Not To Be Shipped	ARTICLE	Cu. ft. Per Pc.	No. of Pc.
	KITCHEN (Continued)				PORCH, OUTDOOR FURNITURE AND EQUIPMENT (Continued)		
	Utility Cabinet	10			Clothes Dryer Rack	5	
	APPLIANCES (LARGE)				Garden Hose and Tools	10	
	Air Conditioner, Window	30			Glider or Settee	20	
	Dishwasher	20			Ladder, Extension	10	
	Dryer, Electric or Gas	25			Lawn Mower (Hand)	5	
	Freezers (Cu. Capacity In Ft.)				Lawn Mower (Power)	15	
	10 or less	10			Lawn Mower (Riding)	35	
	11 to 15	45			Leaf Sweeper	5	
	16 and over	60			Outdoor Child's Slide	10	
	Range, Electric or Gas	30			Outdoor Child's Gym	20	
	Refrigerators (Cu. Capacity In Feet)				Outdoor Swings	30	
	6 or less	30			Picnic Bench	5	
	7 to 10	45			Picnic Table	20	
	11 and over	60			Roller, Lawn	15	
	Sewing Machine, Portable	5			Sand Box	10	
	Sewing Machine, Cabinet	10			Spreader	1	
	Trash Compactor	10			Table	10	
	Vacuum Cleaner	5			Umbrella	5	
	Washing Machine	25			Wheelbarrow	8	
	PORCH, OUTDOOR FURNITURE AND EQUIPMENT				GARAGE		
	Barbecue or Portable Grill	10			Ash or Trash Can	7	
	Chairs, Lawn	5			Basket (Clothes)	5	
	Chairs, Porch	10					
	Subtotal Col. 5				Subtotal Col. 6		

EFFECTIVE AS SHOWN ON TITLE PAGE

# MAXIMUM RATE TARIFF 4

First Revised Page 76  
Cancels  
Original Page 76

ITEM 410 (Continued)  
TABLE OF MEASUREMENTS AND ESTIMATE

COLUMN 7				COLUMN 8			
Articles Not To Be Shipped	ARTICLE	Cu. Ft. Per Pc.	No. of Pc.	Articles Not To Be Shipped	ARTICLE	Cu. Ft. Per Pc.	No. of Pc.
GARAGE (Continued)				GARAGE (Continued)			
	Bicycle	10			Table, Utility	5	
	Card Table	1			Tackle Box	1	
	Cabinet, Filing	20			Tris	5	
	Carriage, Baby	20			Tool Chest	10	
	Chairs, Folding	1			Tricycle	5	
	Child's Car Seat	2			Truck	10	
	Clothes Hamper	5			Vacuum Cleaner	5	
	Cot, Folding	10			Vagon, Child's	5	
	Desk, Office	30			Waste Paper Basket	2	
	Fan	5			Work Bench	20	
	Fernery or Plant Stands	10			OTHER ITEMS (Specify)		
	Fishing Poles	1					
	Foot Lockers	5					
	Golf Bag	2					
	Heater, Gas or Electric	5					
	Metal Shelves	5					
	Ping Pong Table	20					
	Pool Table	40					
	Power Tools	20					
	Sled	2					
	Step Ladder	5					
	Suitcase	5					
	Subtotal Col. 7				Subtotal Col. 8		

EFFECTIVE AS SHOWN ON TITLE PAGE



## MAXIMUM RATE TARIFF 4

ITEM 410 (Concluded)  
TABLE OF MEASUREMENTS AND ESTIMATE

COLUMN 9				COLUMN 10			
Articles Not To Be Shipped	ARTICLE	Cu. Ft. Per Pc.	No. of Pc.	Articles Not To Be Shipped	ARTICLE	Cu. Ft. Per Pc.	No. of Pc.
CONTAINERS (To Be Packed by Shipper)				CONTAINERS (Continued) (To Be Packed by Carrier)			
	Dish Pack	10			Mirror/Picture	5	
	Carton				Wardrobe	15	
	1 1/2 cu. ft.				Crates:		
	3 cu. ft.				X X =		
	4 1/2 cu. ft.				X X =		
	6 cu. ft.				X X =		
	6 1/2 cu. ft.				X X =		
	Lamps	5			Subtotal Col. 10		
	Mirror/Picture	5			Total Col. 1		
	Wardrobe	15			Total Col. 2		
CONTAINERS (To Be Packed by Carrier)					Total Col. 3		
	Dish Pack	10			Total Col. 4		
	Carton				Total Col. 5		
	1 1/2 cu. ft.				Total Col. 6		
	3 cu. ft.				Total Col. 7		
	4 1/2 cu. ft.				Total Col. 8		
	6 cu. ft.				Total Col. 9		
	6 1/2 cu. ft.				Total Col. 10		
	Lamp	5			GRAND TOTAL		
	Subtotal Col. 9						

Explanation of Abbreviations in Items 400, 410 and 420

Q=at Col.=Column Cu. Ft.=Cubic Feet lbs.=Pounds Mi.=Miles No.=Number Pc.=Piece Wt.=Weight

EFFECTIVE AS SHOWN ON TITLE PAGE

# MAXIMUM RATE TARIFF 4

First Revised Page 78  
Cancels  
Original Page 78

## ITEM 420 ESTIMATED COST OF SERVICES This is Not a Contract

NAME OF CARRIER  
T NUMBER OF CARRIER  
ADDRESS OF CARRIER  
TELEPHONE NUMBER OF CARRIER

NAME \_\_\_\_\_ PHONE NO. \_\_\_\_\_ DATE \_\_\_\_\_  
MOVING FROM \_\_\_\_\_ REGION \_\_\_\_\_ DATE OF MOVE \_\_\_\_\_  
MOVING TO \_\_\_\_\_ REGION \_\_\_\_\_ DATE OF DELIVERY \_\_\_\_\_  
Charge to (Corporation or individual) \_\_\_\_\_

SERVICES REQUESTED: Distance Move \_\_\_\_\_ Hourly Move \_\_\_\_\_ Piece Move \_\_\_\_\_ No. of Articles To Be Moved \_\_\_\_\_  
No. of Rooms To Be Moved \_\_\_\_\_ Total No. of Packing Containers to Be Supplied by Carrier \_\_\_\_\_  
CHARGES TO BE PAID BY: Cash \_\_\_\_\_ Certified Check \_\_\_\_\_ Money Order \_\_\_\_\_ Credit Card \_\_\_\_\_ Personal Check \_\_\_\_\_  
APPROXIMATE WEIGHT: Total Cubic Feet (from table of measurements) \_\_\_\_\_ cu. Ft. at 7lbs. Per cu. ft. = \_\_\_\_\_ lbs.

### LONG DISTANCE MOVING

Total cu. ft. \_\_\_\_\_ Miles \_\_\_\_\_  
Est. Weight \_\_\_\_\_ lbs. at \_\_\_\_\_ per 100 lbs. \$ \_\_\_\_\_  
No. Flights \_\_\_\_\_ at \_\_\_\_\_ per 100 lbs. \$ \_\_\_\_\_  
No. Long Carriers \_\_\_\_\_ at \_\_\_\_\_ per 100 lbs. \$ \_\_\_\_\_  
Extra Pickup-Delivery or Both \_\_\_\_\_  
Haul to - from Storage-in-Transit \_\_\_\_\_ hours \_\_\_\_\_ \$ \_\_\_\_\_  
Storage-in-Transit Charges:  
First Day \_\_\_\_\_ lbs. at \_\_\_\_\_ per 100 lbs. \$ \_\_\_\_\_  
Each Additional Day at \_\_\_\_\_ per 100 lbs. per day \$ \_\_\_\_\_  
Warehouse Handling \_\_\_\_\_ lbs. at \_\_\_\_\_ per 100 lbs. \$ \_\_\_\_\_  
Piano, Type \_\_\_\_\_ Organ, Type \_\_\_\_\_ \$ \_\_\_\_\_  
Appliances to Service \_\_\_\_\_ \$ \_\_\_\_\_  
Assembly/Disassembly of Articles \_\_\_\_\_ \$ \_\_\_\_\_  
Hoisting/Lowering \_\_\_\_\_ \$ \_\_\_\_\_  
Bulky Articles \_\_\_\_\_ \$ \_\_\_\_\_  
Valuation Charge (See Basis For Carrier's Estimated Cost of Services) \$ \_\_\_\_\_  
Other Services \_\_\_\_\_ \$ \_\_\_\_\_  
Estimated Cost \$ \_\_\_\_\_

EFFECTIVE AS SHOWN ON TITLE PAGE

# MAXIMUM RATE TARIFF 4

First Revised Page 79

Cancels

Original Page 79

## ITEM 420 (Continued) ESTIMATED COST OF SERVICES This Is Not A Contract

		<u>LOCAL MOVING</u>		loading _____ Hrs.
				Obt. Driving _____ Hrs.
				Unload _____ Hrs.
				TOTAL _____ Hrs.

ESTIMATE OF HOURS

Estimated \_\_\_\_\_ hrs. for \_\_\_\_\_ van and \_\_\_\_\_ persons at \$ \_\_\_\_\_ per hour--straight time

Estimated \_\_\_\_\_ hrs. for \_\_\_\_\_ van and \_\_\_\_\_ persons at \$ \_\_\_\_\_ per hour--overtime

Moving Charge \$ \_\_\_\_\_

Plane, Type \_\_\_\_\_ No. Flights \_\_\_\_\_ \$ \_\_\_\_\_

Bridge or Ferry Tolls (Estimated) \_\_\_\_\_ \$ \_\_\_\_\_

Hoisting/Lowering \_\_\_\_\_ \$ \_\_\_\_\_

Valuation Charge (See Basis for Carrier's Estimated Cost of Services) \_\_\_\_\_ \$ \_\_\_\_\_

Other Services \_\_\_\_\_ \$ \_\_\_\_\_

Estimated Cost \$ \_\_\_\_\_

PACKING AND UNPACKING CHARGES MAY BE MADE EITHER ON AN HOURLY BASIS OR A UNIT BASIS.

### PACKING AND UNPACKING

#### HOURLY LABOR

Pack at Residence, Estimated \_\_\_\_\_ hrs. for \_\_\_\_\_ Packers, at \$ \_\_\_\_\_ per hour--straight time

Pack at Residence, Estimated \_\_\_\_\_ hrs. for \_\_\_\_\_ Packers, at \$ \_\_\_\_\_ per hour--overtime

Packing Charge \$ \_\_\_\_\_

Unpack, Estimated \_\_\_\_\_ hrs. for \_\_\_\_\_ Unpackers, at \_\_\_\_\_ per hour--straight time

Unpack, Estimated \_\_\_\_\_ hrs. for \_\_\_\_\_ Unpackers, at \_\_\_\_\_ per hour--overtime

Unpacking Charge \$ \_\_\_\_\_

Hourly Packing Labor Costs \$ \_\_\_\_\_

#### MATERIAL AND UNIT PACKING

Quantity	Charge per Unit			
	Pack	Unpack	Material	
Ofish Packs or Barrels _____				\$ _____
Cartons over 1 1/2 cu. ft. _____				\$ _____
Cartons over 3 cu. ft. _____				\$ _____
Cartons over 4 1/2 cu. ft. _____				\$ _____
Cartons over 6 cu. ft. _____				\$ _____
Cartons over 6 1/2 cu. ft. _____				\$ _____
Wardrobes _____				\$ _____
Mattress Ctn. Single _____				\$ _____
Mattress Ctn. Double _____				\$ _____
Mattress Ctn. King _____				\$ _____
Mattress Ctn. Crib _____				\$ _____
Glass Packs _____				\$ _____
Crate, Size _____				\$ _____
Crate, Size _____				\$ _____

Materials and/or Unit Packing Costs \$ \_\_\_\_\_

Total (Hourly or Unit) Packing and Materials Cost \$ \_\_\_\_\_

DELIVERY OF PACKING MATERIAL \$ \_\_\_\_\_

EFFECTIVE AS SHOWN ON TITLE PAGE

**MAXIMUM RATE TARIFF 4**

**ITEM 420 (Concluded)**  
**ESTIMATED COST OF SERVICES**  
**This is Not A Contract**

**REMARKS**

(Any remarks, including minimums such as weight, hours, per pound valuation, etc.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LOCAL MOVING _____	\$ _____
STORAGE _____	\$ _____
LONG DISTANCE MOVING _____	\$ _____
PACKING AND/OR UNPACKING _____	\$ _____
MISCELLANEOUS _____	\$ _____
<b>TOTAL COST</b>	<b>\$ _____</b>
Amount Total Cost Exceeds Charges Under Maximum Fixed Rate	\$ _____

**IMPORTANT NOTICE** This estimated cost document covers only the articles and services listed on the Basis for Carrier's Estimated Costs of Services. **ACTUAL CHARGES FOR THOSE SERVICES WILL NOT EXCEED THE AMOUNT OF THE ESTIMATED COST.** No guarantee can be made as to specific dates of pickup or delivery of your shipment, unless you make special arrangements with the carrier.

**NOTICE TO ESTIMATOR:** It is mandatory to use cubic footage for each article at not less than that shown on the Table of Measurements and Estimate and the total cubic footage be multiplied by seven to determine the total approximate weight for determining the charge under the maximum fixed rate.

**TO BE COMPLETED BY CARRIER:**

Are Maximum Rates to be exceeded on this move? YES \_\_\_\_\_ NO \_\_\_\_\_  
 If yes, by how much will charges exceed those at Maximum Rates? \_\_\_\_\_

**TO BE COMPLETED BY THE SHIPPER:**

Do you consent to the amount of charge to be assessed over the Maximum Rates? YES \_\_\_\_\_ NO \_\_\_\_\_

**ESTIMATOR'S SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**EFFECTIVE AS SHOWN ON TITLE PAGE**

# MAXIMUM RATE TARIFF 4

First Revised Page 81  
Cancels  
Original Page 81

## ITEM 4403 CHANGE ORDER FOR SERVICES

NAME OF CARRIER  
1 NUMBER OF CARRIER  
ADDRESS OF CARRIER  
TELEPHONE NUMBER OF CARRIER

THIS WILL CERTIFY AND ATTEST THAT SHIPPER OR SHIPPER'S REPRESENTATIVE AS SHOWN ON ORDER FOR SERVICES NO. \_\_\_\_\_ DATED \_\_\_\_\_ WITH \_\_\_\_\_ REQUESTS ADDITIONAL SERVICES AT \_\_\_\_\_ (CARRIER'S NAME) CHARGES AS INDICATED ON REVERSE OF THIS FORM.

Estimated Cost of Services, Agreement for Service and Materials, Shipping Order and freight Bill.

Document issued at:

Date Service Req'd \_\_\_\_\_ A.M.  
P.M.

Pack Date \_\_\_\_\_ A.M.  
P.M.

Delivery Date Req'd \_\_\_\_\_ A.M.  
P.M.

Order taken by: \_\_\_\_\_

SHIPPER IS REQUESTED TO READ THIS DOCUMENT BEFORE SIGNING and ask for an explanation of anything not clear or inconsistent with any previous representation. THIS WILL CONFIRM INSTRUCTIONS AND AUTHORIZE CARRIER TO MOVE, SHIP, PACK, STORE AND/OR PERFORM THE SERVICES HEREON.

FROM:

TO:

Floor \_\_\_\_\_  
Apt. No. \_\_\_\_\_  
Phone \_\_\_\_\_

Floor \_\_\_\_\_  
Apt. No. \_\_\_\_\_  
Phone \_\_\_\_\_

ORIGIN	DESTINATION	EXTRA HELPER	RATES FOR OTHER ADDITIONAL SERVICES
Van and _____ Men	Van and _____ Men	per man hr.	REQUESTED
\$ _____ per hr.	\$ _____ per hr.	@ \$ _____	

Calculated on Basis of Loading and Unloading Plus Double Driving time between Point of Pickup and Delivery.

PACKING INSTRUCTIONS pack \_\_\_\_\_ unpack \_\_\_\_\_ hourly \_\_\_\_\_ unit \_\_\_\_\_  
PACKER'S NAME \_\_\_\_\_ HOURS \_\_\_\_\_ DATE \_\_\_\_\_

LONG DISTANCE RATES  
Rate per 100 lbs. between Points Named  
Miles 500 lbs. 1000 lbs. 2000 lbs. 5000 lbs. 9000 lbs. 12000 lbs. 16000 lbs.  
\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

Pickup or Delivery at other Add'l  
Than Ground Floor Charge Split Pickup and/or  
Per Piece or Cut, per Flight \$ \_\_\_\_\_ Delivery per Stop @ \$ \_\_\_\_\_

STORAGE-IN-TRANSIT (Max. 90 days)  
First Day @ \_\_\_\_\_ c/cut.  
Add'l Days @ \_\_\_\_\_ c/cut./day  
Warehouse Handling \_\_\_\_\_ lbs @ \_\_\_\_\_ c/cut.

PIECE MOVING 1st Article Add'l Articles Miles  
(NOT OVER 5 PIECES) \$ \_\_\_\_\_ \$ \_\_\_\_\_ EA. \_\_\_\_\_

EFFECTIVE AS SHOWN ON TITLE PAGE

## MAXIMUM RATE TARIFF 4

ITEM 440 (Continued)  
CHANGE ORDER FOR SERVICES  
PACKING/UNPACKING  
(Either hourly or by Container)

## RATES FOR HOURLY PACKING LABOR (If Applicable)

PACKING/CRATING @ \$ \_\_\_\_\_ Per Man Per Hour Plus All Materials Used on Job  
UNPACKING/UNCRATING @ \$ \_\_\_\_\_ Per Man Per Hour Plus All Materials Used on Job

## RATES AND CHARGES PER UNIT (CONTAINER)

CONTAINER/MATERIAL	No. Est. Used	FOR MATERIALS		FOR PACKING		FOR UNPACKING	
		RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT
Dishpacks (Not less than 5 cu. ft.)		\$		\$		\$	
Cartons: 1 1/2 cu. ft.		\$		\$		\$	
3 cu. ft.		\$		\$		\$	
4 1/2 cu. ft.		\$		\$		\$	
6 1/2 cu. ft.		\$		\$		\$	
Mattress: Single Size		\$		\$		\$	
Double Size		\$		\$		\$	
King Size		\$		\$		\$	
Queen Size		\$		\$		\$	
Crib Size		\$		\$		\$	
Mirror Cartons:		\$		\$		\$	
Wardrobes		\$		\$		\$	
Crates		\$		\$		\$	
		\$		\$		\$	
		\$		\$		\$	
TOTAL MATERIALS CHARGE \$		////////////////////					
TOTAL UNIT PACKING CHARGE \$		////////////////////					
TOTAL UNIT UNPACKING CHARGE \$							

Driver	Loading	Delivery/Pickup of Containers			
Helper	Off Driving	Mrs.	TOTAL PACKING/UNPACKING HOURS @ \$		
Helper	Unload	Mrs.	PER HR.		
Van. No.	TOTAL	HOURS	CHARGE	\$	Per Hr. \$
			Overtime	Hours	\$ Per Hr. \$
			Extra Man ( )	Hours	\$ Per Hr. \$
			Gross Wt. lbs.	Tare Wt. lbs.	\$
			Net Weight	lbs.	\$ Per Cwt. \$
			Flight/Long Carry	\$	Per Cwt. \$
			Extra Pickup or Delivery	\$	\$
			TOTAL PACKING MATERIAL CHARGES	\$	\$
			TAX	\$	\$
			TOTAL HOURLY PACKING	HRS. \$	or \$
			TOTAL UNIT PACKING/UNPACKING	\$	\$
			APPLIANCES to be serviced. If none write "NONE"		
			\$		

The Articles Listed Will Be Included In The Valuation Declared In The Agreement for Moving Services and Materials Unless A Change Is Requested.

Shipper requests a change in the valuation listed in the Agreement for Service and Materials and declares shipment value to be:

\$ \_\_\_\_\_

The level of protection (actual cash value or full value protection) indicated on the Agreement for Service and Materials will apply at carriers stated rate per \$100 of declared value, unless otherwise indicated here.

HOW PAID		
Cash	Certified Check	TOTAL \$
Money Order	Credit Card	PREPAID \$
Personal Check		BALANCE \$

## TRANSPORTATION VALUATION

Actual Cash Value @ \$ \_\_\_\_\_ per \$100 of declared value.

Full Value

No Deductible @ \$ \_\_\_\_\_ per \$100 of declared value.  
Deductible of \$250 @ \$ \_\_\_\_\_ per \$100 of declared value.  
Deductible of \$500 @ \$ \_\_\_\_\_ per \$100 of declared value.

## STORAGE-IN-TRANSIT VALUATION

Actual Cash Value @ \$ \_\_\_\_\_ per \$100 of declared value.  
Full Value @ \$ \_\_\_\_\_ per \$100 of declared value.

I UNDERSTAND THAT THE COST FOR SERVICES RENDERED WILL "NOT EXCEED"

I UNDERSTAND THAT I MAY BE REQUIRED TO PAY FOR THE SERVICES REQUESTED ABOVE AT THE TIME OF DELIVERY. THESE CHARGES ARE IN ADDITION TO THOSE CHARGES SET FORTH ON THE ESTIMATED COST OF SERVICES AND/OR AGREEMENT FOR MOVING SERVICES. I HAVE READ THIS CONTRACT AND AGREE TO THE PROVISIONS HEREIN, AND RECEIVED A COPY.

Carrier's Representative

Shipper or Shipper's Representative

Date

EFFECTIVE AS SHOWN ON TITLE PAGE

EFFECTIVE AS SHOWN ON TITLE PAGE

**MAXIMUM RATE TARIFF 4****ITEM 450s  
AGREEMENT FOR MOVING SERVICES****Form For Use In Connection With Consignments Of Used Household Goods And Related Articles**(Name and T Number of carrier which shall be the name  
in which the operating authority is held.)

(Serial number of document)

(The shipper is requested to read this document carefully  
before signing it and ask for an explanation of anything  
which is not clear or is inconsistent with any previous  
representation made by the carrier.)

(Place document is issued)

(Date move is tendered)

(Date Issued)

This will confirm instructions received from \_\_\_\_\_

(Name the person placing instructions)

To transport a consignment of \_\_\_\_\_

(Household goods or other sufficient description to determine the articles

included in the NOT TO EXCEED PRICE)

from \_\_\_\_\_

(Describe the location from which the items are to be shipped)

to \_\_\_\_\_

(Describe the location at which the goods are to be delivered)

consignment for transportation on \_\_\_\_\_

(Specify the date and time or other arrangement)

and to perform the accessorial services of \_\_\_\_\_

(Specify services such as packing, crating

unpacking or uncrating, in sufficient detail to determine the services included

Or not included in the NOT TO EXCEED PRICE)

\_\_\_\_\_ in connection with the receipt,  
transportation or delivery of the consignment, to notify \_\_\_\_\_

(Name the party to be notified)

at \_\_\_\_\_

(Location where notification is to be made)

by \_\_\_\_\_

(Describe when and how notification is to be made, the expected delivery date, and when and how

delivery is to be accomplished, or note the shipper was requested to supply a notification address and/or

delivery arrangements but declined to do so)

**EFFECTIVE AS SHOWN ON TITLE PAGE**



**MAXIMUM RATE TARIFF 4****ITEM 450 (Continued)  
AGREEMENT FOR MOVING SERVICES**

Form For Use In Connection With Consignments Of Used Household Goods And Related Articles (Concluded)

The rate(s) for the above described services is (are) \_\_\_\_\_

(Name the rate or rates and the number of persons, viz, helpers, packers, to be provided for transportation and  
accessorial services ordered, designating the particular services for which different rates are quoted and the  
circumstances which may result in extra charges, e.g. if the shipper orders additional service or fails to accept  
delivery pursuant to the arrangements described above, or if carrier imposes any minimum provisions or charges  
overtime)

The charge will include a minimum of \_\_\_\_\_

(list any minimum hours, weights, rates, valuation levels, etc.)

The Carrier Agrees to Perform the Stated Services at the Stated Rates \_\_\_\_\_

(Signature of Carrier)

Important Notice

No rates higher than the Maximum Fixed Rates promulgated in the California Public Utilities Commission's  
Maximum Rate Tariff 4 may be quoted or charged, unless an Estimated Cost of Services has been issued no less than  
three (3) days before the day of the move.

The Not To Exceed Price shall not exceed the Estimated Cost of Services plus any Change Order for Services issued  
prior to signing this Agreement. The maximum charge shall be the quoted rates applied to: the number of hours,  
weight, or number of other units of measurement, no higher than the NOT TO EXCEED PRICE.

Copies of the California Public Utilities Commission's Maximum Rate Tariff 4 are open to the public for inspection  
at the Commission's offices in San Francisco and Los Angeles and at the carrier's office. \_\_\_\_\_

(designate location)

NOT TO EXCEED PRICE (for all services and articles named herein):

THE MAXIMUM CHARGE THAT MAY BE ASSESSED FOR THIS SHIPMENT IS \$ \_\_\_\_\_

(Subject to Change Order for Services)

(State whether shipper is to pay charges in cash, check or by authorized credit card.)

(Shipper's Name)

(Carrier's Name)

(Signature of Shipper or Shipper's Agent)

(Name of Carrier's Representative)

(Address of Shipper or Agent of Shipper)

(Signature of Carrier's Representative)

(Date)

(Date)

EXECUTION OF THE AGREEMENT DOES NOT EXEMPT CARRIER FROM COMPLIANCE WITH ANY  
PROVISION OF LAW OR PUBLIC UTILITIES COMMISSION RULES OR REGULATIONS, EVEN THOUGH  
NOT EXPRESSLY SET FORTH IN THE AGREEMENT.

EFFECTIVE AS SHOWN ON TITLE PAGE

**MAXIMUM RATE TARIFF 4**

**ITEM 450 (Concluded)\*\*/o  
 AGREEMENT FOR MOVING SERVICES  
 CONSUMER PROTECTIONS AND/OR WAIVERS**

**1. IMPORTANT INFORMATION BOOKLET**

In accordance with the rules of the California Public Utilities Commission (CPUC), before your move, the carrier (the moving company) is required to ensure you (the shipper) have been given the booklet, Important Information for Persons Moving Household Goods. You may choose not to receive a booklet from this carrier if you previously received one from another source. You are entitled to payment of \$100 from your carrier if your carrier fails to ensure that you have received the booklet before starting your move.

Please initial below to acknowledge you have received the booklet from either your carrier or another source.

\_\_\_\_\_  
 (Initial)                      Date \_\_\_\_\_

**2. COVERAGE FOR LOSS AND DAMAGE**

As explained in the "Important Information..." booklet, there are options available to cover loss or damage to your goods. These options are:

**(1) 60 cents per pound per article --**

This option provides for recovery for lost or damaged item(s) based on 60 cents times the weight of the item(s). This coverage is provided at no additional charge.

**(2) Actual Cash Value --**

This option provides for recovery for lost or damaged items based on actual cash value (depreciated value) at the time of loss or damage, up to the total dollar amount of value declared by you. You may be charged for coverage under this option.

**(3) Full Value Protection --**

This option provides for recovery for lost or damaged items based on current replacement value at the time of loss or damage, up to the total dollar amount of valuation declared by the shipper. You may be charged for coverage provided under this option.

VALUATION OPTIONS	INITIAL YOUR CHOICE	TRANSPORTATION	STORAGE-IN- TRANSIT
Basic: 60 cents lb./art.	_____	no additional charge	no additional charge
Actual Cash Value	_____	\$ _____ per \$100	\$ _____ per \$100
Full Value	_____		
No deductible	_____	\$ _____ per \$100	\$ _____ per \$100
Deductible of \$250	_____	\$ _____ per \$100	\$ _____ per \$100
Deductible of \$250	_____	\$ _____ per \$100	\$ _____ per \$100

**OPTIONAL: MINIMUM VALUATIONS BASED ON WEIGHT**

VALUATION OPTIONS                      PER POUND VALUATION MINIMUMS  
 (a minimum \$ valuation per pound)

Basic: 60 cents lb./article	not applicable
Actual Cash Value	\$ _____ per pound
Full Value Protection	\$ _____ per pound

**3. ISSUANCE OF AGREEMENT FOR MOVING SERVICES**

The CPUC requires that an "Agreement for Moving Services" be issued to you by the carrier three days or more in advance of the move. An exception to this requirement is where the arrangement to move occurs on short notice (less than 3 days). You may also choose to waive this requirement entirely, at any time prior to the move.

- Did you choose to waive this requirement entirely?      Yes \_\_\_\_\_ No \_\_\_\_\_
- Was the moving date agreed to between you and the carrier  
     less than 3 days prior to the day of the move?      Yes \_\_\_\_\_ No \_\_\_\_\_

Please Print Shipper's Name: \_\_\_\_\_

Shipper's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EFFECTIVE AS SHOWN ON TITLE PAGE**

## MAXIMUM RATE TARIFF 4

## ITEM 460

## SHIPPING ORDER AND FREIGHT BILL FOR USED HOUSEHOLD GOODS AND RELATED ARTICLES

Name of Carrier \_\_\_\_\_ Bill No. \_\_\_\_\_

Address \_\_\_\_\_ T Number of Carrier \_\_\_\_\_

Date Issued \_\_\_\_\_

Shipper \_\_\_\_\_ Consignee \_\_\_\_\_

Street Address \_\_\_\_\_ Street Address \_\_\_\_\_

City \_\_\_\_\_ City \_\_\_\_\_

Credit Card of Shipper: Name \_\_\_\_\_ Number \_\_\_\_\_

Destination telephone number and notification address if different than delivery address \_\_\_\_\_

## Description

of Shipment: AT RATES IN DOLLARS PER HOUR

Units of Equipment:						
with Driver only		with Driver and Helper				
Service	Time Started	Time Completed	Deductions (1)	Time for Computing Charges	Rate	Charges
Loading						\$
Driving				(2)		\$
Unloading						\$
Total						\$

## Number of Additional Helpers

Loading			\$
Driving		(2)	\$
Unloading			\$
Total			\$

## AT RATES IN DOLLARS PER PIECE (5 Pieces or Less)

Number of Pieces	Rate for First Piece	Rate for Each Additional Piece	Charges
			\$
Total			\$

## AT RATES IN DOLLARS PER 100 POUNDS

Weight	Miles	Tariff Rate Item	Rate	Charges
				\$
OTHER SERVICES (Including number of Packers) AND CHARGES (3)				\$
Valuation Charge (See Agreement for Service and Materials)				\$
Total to Collect				\$

NOT TO EXCEED PRICE \$

(1) Show time not chargeable, such as time for meals.

(2) Show double the driving time, except when more than one shipment transported on a single unit of equipment, show not less than \_\_\_\_\_ minutes actual time.

(3) Show each charge separately and what it represents.

EFFECTIVE AS SHOWN ON TITLE PAGE

**MAXIMUM RATE TARIFF 4**

ITEM 460 (Concluded)  
SHIPPING ORDER AND FREIGHT BILL FOR USED HOUSEHOLD GOODS AND RELATED ARTICLES

Description of shipment: \_\_\_\_\_

Shipper's preferred delivery date: \_\_\_\_\_

Received by carrier in good condition on \_\_\_\_\_ (date), except as noted: \_\_\_\_\_

Received by consignee: Name \_\_\_\_\_ Date \_\_\_\_\_

**NOTICE:**

PLEASE INSPECT YOUR GOODS PROMPTLY.  
CLAIMS FOR ANY LOST OR DAMAGED GOODS MUST BE FILED WITH THE CARRIER IN WRITING.

Computation of Amount Payable When Estimated Cost of Services Has Been Given

The amount of Estimated Cost of Services	(1) \$ _____
Total charge on Change Order for Services	(2) \$ _____
Maximum charge shipper shall pay: total of (1) and (2)	\$ _____

I hereby authorize carrier to assign the freight charges to my credit card account (as named above).

\_\_\_\_\_  
Signature of shipper or shipper's representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of carrier or carrier's representative

\_\_\_\_\_  
Date

EFFECTIVE AS SHOWN ON TITLE PAGE

**MAXIMUM RATE TARIFF 4**

**ITEM 470 (Continued)**  
**IMPORTANT INFORMATION FOR PERSONS MOVING**  
**HOUSEHOLD GOODS (within California)**

**ABOUT THIS BOOKLET**

This booklet has been prepared by the California Public Utilities Commission (PUC) to offer guidelines and recommendations for moving and to explain the obligations (regulations) of moving companies in California. The PUC requires this information be provided without charge by household goods carriers to persons planning to move between points in California. The carrier ultimately performing your move must (1) provide this booklet to you at first in-person contact, (2) mail the booklet to you (time allowing) if the move was arranged and confirmed by mail or telephone and no in-person contact is made prior to the day of the move, or (3) obtain your assurance that you received it from some other source. In any case, you must initial a statement, on the Consumer Protections and/or Waivers section of the Agreement for Moving Services (Agreement), indicating you have received the booklet. If your carrier does not ensure you have this booklet, you are eligible for a \$100 refund from your carrier.

**TABLE OF CONTENTS**

Introduction.....	1
How to Choose a Mover .....	2
Maximum Rates.....	2
Estimates and Costs.....	3
Inventory Report.....	4
Pickup and Delivery Dates.....	4
Packing and Other Preparations .....	5
Agreement For Moving Services.....	6
Weighing Your Goods.....	6
Protecting Your Goods.....	6
Liability For Valuables.....	7
Limitations on the Carrier's Liability.....	8
If You Have Loss or Damage.....	8
How to File a Claim.....	9
If Your New Home is Not Ready.....	10
Paying For Your Move.....	10
List of District Offices.....	11
Hazardous Materials Not to be Shipped.....	12

**INTRODUCTION**

This material is designed to give you the information necessary to ensure a well-planned, uncomplicated move. Throughout this document you will be referred to as "you" or the "shipper". The moving company will be called either the "carrier" or the "mover".

The PUC has rules governing how much the mover can charge you for its services. The specific government rules, regulations and rate limitations for moves within California are provided

**EFFECTIVE AS SHOWN ON TITLE PAGE**

**MAXIMUM RATE TARIFF 4****ITEM 470 (Continued)****IMPORTANT INFORMATION FOR PERSONS MOVING  
HOUSEHOLD GOODS (within California)**

in the Public Utilities Commission's Maximum Rate tariff 4. A copy of Maximum Rate Tariff 4 and all forms and documents used by the mover can be examined at either the mover's place of business or the PUC offices located throughout the State (see attached list). In addition, you may call 1-800-FON-S-PUC (1-800-366-4782) for information on the maximum rate program.

California moves require much paperwork. You should read all forms and be sure they are completely filled out before you sign. Always get a copy of everything you sign.

If you have a problem about a move within California that you and the carrier cannot resolve, please call the nearest PUC field office or 1-800-FON-4PUC. (1-800-366-4786).

**HOW TO CHOOSE A MOVER**

Most licensed moving companies are listed in classified telephone directories, newspapers and other local advertising. When consulting written advertisements, avoid contacting movers whose license number (Cal "T-No."), issued by the CPUC, is not shown. Such carriers are probably not licensed or insured against loss or damage. You may want to ask friends who have recently moved if they can recommend a moving company. Additionally, some realtors may advise you based upon their customers' experience. Carrier associations, business groups, chambers of commerce and consumer organizations may also be a source of information. Once you have the names of possible moving companies, you may call the PUC at 1-800-FON-4PUC (1-800-366-4782) to determine whether the carriers are licensed and insured and whether the PUC has issued informal citations or taken formal legal actions against the carriers. You should also get written estimates to compare the prices and services of different moving companies to help you select a carrier.

Be sure to obtain the complete and correct moving company name, T-number (PUC license no.), address and telephone number of the carrier you select to move your belongings, and keep the carrier informed as to how and where you may be reached at all times until the shipment is delivered.

**MAXIMUM RATES**

All rates and charges are subject to PUC-set maximums. Normally, movers will not exceed these maximums; in fact, most movers charge less. However, there may be circumstances under which a mover must issue you a written estimate of total costs no less than three days prior to moving day, indicate that maximum rates will be exceeded on the move and obtain your consent to the rates to be charged. If these procedures are not followed, the mover may not exceed PUC maximum rates.

**EFFECTIVE AS SHOWN ON TITLE PAGE**

**MAXIMUM RATE TARIFF 4****ITEM 470 (Continued)  
IMPORTANT INFORMATION FOR PERSONS MOVING  
HOUSEHOLD GOODS (within California)****ESTIMATES AND COSTS**

You should request a written estimate from two or more movers so you can compare prices. Written estimates are binding on the mover. All written estimates must be based on a visual inspection of goods and must show total estimated charges. A verbal rate quotation (how much it will cost per 100 pounds, or per hour) is not an estimate. Remember, verbal estimates are not binding. To avoid problems in the long run, get any total cost estimates in writing!

In describing your wishes, be as consistent as possible with each mover you talk to; this will make it easier to compare estimates. Be sure to tell the prospective movers about all of the goods you want moved, any special services you require and conditions affecting pick-up and delivery (e.g., stairs, narrow road). It is especially important to tell the movers everything about your new home that may affect your move. This ensures a more accurate estimate of cost, and reduces the chance of misunderstandings and/or unexpected charges on moving day.

A carrier's rates for long-distance moves are based on constructive miles, which are miles accounting for driving conditions. If the move is over 100 constructive miles, it is considered a long-distance move and must be charged on a weight and mileage basis. If your move is 100 constructive miles or less, it is considered a local move and is usually charged by the hour. On local moves that can be completed in a few hours, some carriers may not consider it feasible to visually inspect and give you a written estimate, but will quote you the hourly rate. You should consider contacting other carriers to get a written estimate of the total cost.

In certain circumstances, some carriers may have minimum charges. For example, on hourly moves, a carrier may charge a minimum of four hours even if your move takes only two or three. Similarly, on distance moves, a carrier may charge for a minimum weight of 5,000 pounds. So, even if the total weight of your shipment is 3,000 pounds, you may be charged for 5,000 pounds.

Carriers normally will charge for packing and unpacking services provided. On distance-rated shipments there may be an additional charge for elevators and flights of stairs past the first floor (except in a single family home). If it is impossible for the carrier to park so that the tailgate of his vehicle is within 75 feet of the front door, a long carry charge may apply.

If you add items or request services not included in the estimate, the carrier will provide a Change Order for Services (Change Order) either at the time of pickup or before performing services, and, of course, you pay for these additional services. Make sure the form is filled out before you sign and don't forget to keep a copy. Do not sign a blank Change Order.

The PUC wants to ensure that you know the cost of your move in advance and that you do not pay an excessive price for the move. Before your move begins, the mover must inform you of a Not To Exceed Price for your move and cannot charge you more than that price unless you add items or request additional services not previously included in your Agreement. This

**EFFECTIVE AS SHOWN ON TITLE PAGE**

**MAXIMUM RATE TARIFF 4****ITEM 470 (Continued)  
IMPORTANT INFORMATION FOR PERSONS MOVING  
HOUSEHOLD GOODS (within California)**

Not To Exceed Price must be written on the Agreement along with any minimums that may apply and specific details of the move.

If you have an estimate, the amount of the estimate is the highest price you can be charged and should be the Not To Exceed Price written on the Agreement. However, any charges on a Change Order will be added, as discussed above.

If you do not have an estimate, the highest price you will pay is the lesser of (1) the Not To Exceed Price, subject to maximum fixed rates, plus any Change Order charges or (2) the charges calculated using the rates quoted in the Agreement.

**INVENTORY REPORT**

An inventory (or inventory report) is a list of items and their current condition. When the carrier arrives to pick up your goods, you may request an inventory of all articles you want shipped. A complete and specific inventory report is a business-like procedure for you and the carrier. While common for distance moves, an inventory report is not normally prepared for hourly moves. Be aware that if yours is an hourly move you may be charged for the time it takes to prepare the inventory report.

In preparing the inventory list of your furniture and other goods, the carrier will note the condition of each article in a code explained at the top of the form: e.g., "G" for gouged. Make sure you and the carrier agree about the condition. If you disagree, make your own notation on the inventory list; otherwise, you may have difficulty securing compensation should damage occur.

Similarly, your personal participation is recommended when your goods are delivered. If an item is missing or damaged, tell the carrier and mark it on both the carrier's and your copy of the inventory sheet. Check all cartons carrying china, glassware, and other fragile items for damage before the carrier leaves.

When delivery is complete, you should sign the inventory sheet and delivery receipt, noting any lost or damaged items. This will simplify processing of any future claims. However, failure to do so in no way affects your right to make a claim and to have the claim considered on its merits.

**PICKUP AND DELIVERY DATES**

If the carrier agrees to pick up your goods on a particular day and/or at a specified time, every effort must be made to meet that commitment. If, for some reason, the time or date cannot be met, the carrier must notify you (or the party you designate) by telephone, telegraph or fax, at the carrier's expense, as soon as it becomes apparent that the pickup will not be at the time promised.

**EFFECTIVE AS SHOWN ON TITLE PAGE**



**MAXIMUM RATE TARIFF 4****ITEM 470 (Continued)  
IMPORTANT INFORMATION FOR PERSONS MOVING  
HOUSEHOLD GOODS (within California)**

If delivery of your goods is delayed, the carrier must notify you at least 24 hours in advance (at carrier's expense by telephone, telegraph or fax), at the address or telephone number you have provided.

For moves weighing 5000 pounds or more and/or transported 75 miles or more, you may request the mover to pick up a shipment on an agreed date and deliver it within an agreed upon span of two consecutive days. If pickup is not made on the agreed upon date and delivery within two (2) days of the agreed date, the carrier must pay you \$100 per day for each and every day of delay. This is in addition to any other claim you may make. You must request this service in writing and any claim for failure to deliver on the agreed date must be made in writing within 30 days of delivery. (See "How to File a Claim".)

Claims for reimbursement for damages because of carrier negligence in failing to pick up or deliver your shipment on the agreed-upon date or period of time specified in the Agreement and shipping order should be handled like any other claim for loss or damage. (See "How to File a Claim".)

**PACKING AND OTHER PREPARATIONS**

You may wish to save money by packing some or all of your own household goods; however, you should be aware that in the event of breakage you will have to show damage occurred because of the mover's negligent handling and not your packing. In case there is damage, always save the box, the contents and the packing materials to facilitate claims handling.

Never pack matches, flammables (such as propane tanks) or other dangerous articles. (See the last page of this booklet for more examples of things not to include in your move.) It's a good idea to empty, defrost and dry refrigerators and freezers. Set aside jewelry, money, vital documents and valuable small items in a safe place, not accessible to anyone entering either your old or your new residence. Do not ship jewelry, money, important papers or other valuable personal articles unless you make written arrangements with the carrier - it is best to carry these items with you.

It's up to you to make such preparations as disconnecting major appliances, providing special services to protect them during the move and removing items attached to walls or floors such as draperies and tacked-down carpets. Some moving companies will provide these services for a fee, or they can suggest firms in the local area to assist you.

**MAXIMUM RATE TARIFF 4****ITEM 470 (Continued)  
IMPORTANT INFORMATION FOR PERSONS MOVING  
HOUSEHOLD GOODS (within California)****AGREEMENT FOR MOVING SERVICES**

In addition to other items, the Agreement shows: the carrier's name, PUC license number (T-number), address, and telephone number where you can reach him or her; the address and the telephone number where the carrier can contact you about the move; the location where your goods are being moved; the date of loading or pickup and the preferred date of delivery; a summary description of the move (i.e., a general description of items to be included or excluded and services to be provided); the declared value of your goods; the rates upon which the charges are based and any minimums the carrier may have; and the Not To Exceed Price, which is the highest charge that may be assessed for the various services to be performed, plus any additional charges as requested on a Change Order.

The carrier is required to complete the Agreement (except for the Not To Exceed Price), sign it, and give it to you no less than 3 days before the day of the move, unless arrangements to move are made less than 3 days in advance of the moving date or you agree to waive the requirement. This gives you time to review it and ask for an explanation of any unclear items. For example, if you are moving on a Saturday, you should get the Agreement on Wednesday. Before your move begins, the carrier must fill in the Not To Exceed Price on the Agreement, and both you and the carrier must sign it.

**WEIGHING YOUR GOODS**

When your charges are based on weight, the moving van will be weighed by a certified weighmaster on a certified scale before and after loading. You may observe the actual weighing or you may ask the carrier to notify you of the charges by telephone, telegraph or fax as soon as the goods are weighed. You should request copies of the weight information before and after loading. If you have any reason to question the reported weight, you may ask for a reweigh before delivery.

No extra charge will be made for reweighing IF the difference between the two net scale weights exceeds 100 pounds on shipments weighing 5,000 pounds or less or exceeds two (2) percent of the lower net scale weight on shipments weighing more than 5,000 pounds. The lower of the two net weights must be used in determining the charges. If you request a reweigh and the difference between the weights is not as described above, you may be required to pay for the reweighing.

**PROTECTING YOUR GOODS**

Already included in the carrier's rates is protection against possible loss or damage at 60 cents per pound per article. You may choose to purchase additional protection and set the value on your belongings for an amount that makes you comfortable. Be sure to check any insurance policies you have before paying for additional protection. If you are unsure, call your insurance agent.

**EFFECTIVE AS SHOWN ON TITLE PAGE**

**MAXIMUM RATE TARIFF 4****ITEM 470 (Continued)  
IMPORTANT INFORMATION FOR PERSONS MOVING  
HOUSEHOLD GOODS (within California)**

The carrier may charge you for the level of protection and the value you place on your goods. Actual cash value protection covers the depreciated value of your goods and is determined by such things as the cost of the item new, its age, its condition when received by the mover, and the value you declare. Full value protection usually costs more since it will cover the replacement cost of any lost or damaged item. The carrier may opt to replace, reimburse or repair the damaged item, according to the protection level you choose. Remember to declare items of extraordinary value. If you fail to do this the carrier may not be liable for the full value of those items regardless of the level of protection you choose. In addition, your goods are protected while they are stored-in-transit at your request, and your carrier may charge an additional valuation rate for that service. However, if the storage-in-transit is undertaken for the carrier's convenience, you will not be charged for this additional protection.

The agreement includes a section entitled "Consumer Protections and/or Waivers" on which you must declare the value of your shipment and choose a level of protection. If you fail to do so, your goods will be automatically protected for actual cash value up to \$20,000. You may be charged for this protection, at the rate for each \$100 (or fraction thereof) of declared value, as stated on the Agreement. If no valuation charge is stated, the rate is \$0 (zero) per \$100 of declared value. Your protection level choices are explained below:

a. Basic Coverage at 60 cents per pound per article insures recovery at 60 cents multiplied by the weight of the item or the carton it's packed in. Thus, if an item weighing 20 pounds is lost or damaged, you can recover \$12.00 for that item (60 cents x 20 pounds). This is very minimal protection and your goods are probably worth considerably more. This protection is included in the mover's rate.

b. Actual Cash Value protection ensures recovery at the actual cash value (i.e., fair market value) of your lost or damaged item(s), up to the total value you declare. The carrier may charge for actual cash value protection, and will state the rate on the Agreement.

c. Full Value protection insures recovery at the full value (i.e., replacement value) of your lost or damaged item(s), up to the total value you declare. The carrier may offer deductibles in combination with full value protection. You are responsible for deductibles unless an item is lost by the mover; refer to section on Limitations on the Carrier's Liability. The carrier may charge for full value protection, and will state the rate on the Agreement.

**LIABILITY FOR VALUABLES**

Items of extraordinary value, such as antiques, art objects, gold or silver articles, etc., should be separately described on the inventory and a value declared for each. Be sure to list the items by description and value on the shipping document. It's best not to ship money, jewelry, important papers or other valuable personal articles. Keep such items out of the reach of others and take them with you.

**EFFECTIVE AS SHOWN ON TITLE PAGE**

## MAXIMUM RATE TARIFF 4

### ITEM 470 (Continued) IMPORTANT INFORMATION FOR PERSONS MOVING HOUSEHOLD GOODS (within California)

#### LIMITATIONS ON THE CARRIER'S LIABILITY

The carrier is not liable in a claim for loss or damage to articles in the following situations:

- a. change in condition or flavor of perishables;
- b. loss or damage caused by the shipper, including improper packing;
- c. defect or inherent vice of the article, such as susceptibility to atmospheric changes;
- d. insects, moths, vermin, ordinary wear and tear, or gradual deterioration;
- e. mechanical or electrical derangement of musical instruments, electronic components or appliances, if there is no sign of exterior damage;
- f. loss or damage caused as a result of any strike, lockout, labor disturbance, riot, civil commotion, or any act of any person or persons taking part in any such occurrence or disorder;
- g. hostile or warlike action in time of peace or war;
- h. breakage caused by normal handling of china, glassware, bric-a-brac, or other similar items, unless packed by the carrier;
- i. liability of carrier for loss or damage shall be subject to your compliance with the rules for filing claims.

For More information regarding limitations on the carrier's liability, please see General Order 136-C, which you may get from the PUC.

#### IF YOU HAVE LOSS OR DAMAGE

If your goods are lost or damaged, be sure you describe such loss and damage by making notations on the carrier's shipping order or freight bill. If the driver refuses, you should report this fact and the condition of the articles in writing to the home office of the carrier. Neither of these actions constitute filing a claim, but are made to support a claim to be filed later, as described below.

If you intend to file a claim for loss or damage to your goods, be aware that one of the required documents in support of your claim is a copy of the paid freight bill. This means that before you may file a claim with the carrier for loss of or damage to your goods, you must pay the carrier for all charges due for transportation services. This is because the handling and settlement of a loss or damage claim is a matter separate from the performance of and payment

## MAXIMUM RATE TARIFF 4

### ITEM 470 (Continued) IMPORTANT INFORMATION FOR PERSONS MOVING HOUSEHOLD GOODS (within California)

for the transportation service itself. If you do not pay the transportation charges, the carrier may not honor your claim.

#### HOW TO FILE A CLAIM

To file a claim you must:

1. write the home office of the carrier and describe the loss or damage;
2. list separately the lost or damaged items;
3. note the exact amount you are claiming for each lost or damaged item;
4. give the date of your move, the origin and destination and the carrier's order number.

If the damage is to packed items, you should retain the box, its contents and the packing materials. This is especially important if you did the packing since you will have to show that bad packing was not the cause of the damage.

Providing copies of documents such as store receipts for the lost or damaged items and professional estimates for repair will speed the processing of your claim.

You should also retain copies of all correspondence with the moving company. In addition, all correspondence addressed to the moving company should be sent by Registered Mail, return receipt requested, to evidence receipt of your claim by the carrier.

Your claim must be filed, in writing, within nine (9) months after delivery of the goods or within nine (9) months after a reasonable time for delivery has elapsed. Specific rules are set forth in Maximum Rate Tariff 4. The carrier is required to acknowledge claims in writing within 30 days and must pay, decline to pay or make a firm compromise settlement within 60 days of receipt of your claim. If some reason beyond the carrier's control delays action for a longer time, the carrier is required to notify you in writing within 60 days of receipt of your claim as to its status and the reason for delay (with a copy to the PUC) and again every 30 days thereafter until final action is taken. If the carrier fails to respond to your claim within the time limits and in the manner described in this paragraph, you should contact the PUC immediately at 1-800-FON-4PUC (1-800-366-4782. (See Maximum Rate Tariff 4, Item 92 for more information on filing claims.)

**MAXIMUM RATE TARIFF 4****ITEM 470 (Continued)  
IMPORTANT INFORMATION FOR PERSONS MOVING  
HOUSEHOLD GOODS (within California)**

The PUC has no authority to compel carriers to settle claims for loss or damage and will not undertake to determine whether the basis for, or the amount of, such claims is proper, nor will it attempt to determine the carrier's liability for such loss or damage. If both you and the carrier consent, the claim may be submitted to an impartial arbitrator for resolution. You may also commence a suit in small claims court or other court of law. If arbitration or civil action result in a decision in your favor and the carrier fails to comply, contact the PUC.

**IF YOUR NEW HOME IS NOT READY**

If you cannot move into your new home or apartment immediately, you may wish to have your goods moved from your present residence and held in storage for later delivery. For a storage period of 90 days or less, you can request Storage-in-Transit. Separate charges will be assessed for the transportation from your old place of residence into storage, for the Storage-in-Transit, and for transportation to your new residence. Storage and handling charges will be assessed for this service and it will be covered by the terms and conditions of your Agreement with the moving company.

If you do not request Storage-in-Transit, or if your storage period exceeds 90 days, your goods will be subject to rates, terms, and conditions set by the local warehouse and the service will be under a separate contract with the warehouseman and not regulated by the PUC.

**PAYING FOR YOUR MOVE**

Most carriers insist that you pay in cash, by money order or certified check; however, you may arrange in advance for the carrier to extend you credit. If the carrier will accept payment by credit card or personal check, be sure this arrangement is noted on the agreement. Carriers must relinquish your goods upon payment of total charges due; however, should these total charges be higher than the Not To Exceed Price or the amount of your written estimate plus the Change Order for Services (if any) and the driver requires payment of that amount, you should contact the mover about what may be an overcharge. If the matter cannot be resolved to your satisfaction, call the PUC for assistance at 1-800-FON-4PUC (1-800-366-4782).

**MAXIMUM RATE TARIFF 4****ITEM 470 (Continued)  
IMPORTANT INFORMATION FOR PERSONS MOVING  
HOUSEHOLD GOODS (within California)****PUBLIC UTILITIES COMMISSION DISTRICT OFFICES**

<u>City</u>	<u>Address</u>	<u>Local Telephone No.</u>
Los Angeles	107 South Broadway Rm. 5109 Los Angeles, CA 90012	(213) 897-2973
Sacramento	1227 "O" Street 4th Floor Sacramento, CA 95814	(916) 657-4624
San Diego	State Building 1350 Front Street San Diego, CA	(619) 525-4217
San Francisco	505 Van Ness Avenue 2nd Floor San Francisco, CA 94102	(415) 703-1402

**EFFECTIVE AS SHOWN ON TITLE PAGE**

**MAXIMUM RATE TARIFF 4**

Third Revised Page 100  
Cancels  
Second Revised Page 100

**ITEM 470 (Concluded)  
IMPORTANT INFORMATION FOR PERSONS MOVING  
HOUSEHOLD GOODS (within California)**

**IMPORTANT INFORMATION FOR SHIPPERS REGARDING  
HAZARDOUS MATERIALS**

**HAZARDOUS MATERIALS, AS DEFINED BY THE U.S. SECRETARY OF  
TRANSPORTATION, ARE NOT ACCEPTED FOR SHIPPING.**

**SOME OF THE MATERIALS MOST COMMON TO HOUSEHOLD USE ARE INDICATED  
BELOW:**

- |                                |  |
|--------------------------------|--|
| <b>A. COMBUSTIBLE LIQUIDS:</b> | <b>ALCOHOL (RUBBING)<br/>LUBRICANTS (MOTOR OILS)<br/>ANTI-FREEZE COMPOUNDS</b>   |
| <b>B. CORROSIVES</b>           | <b>ACIDS<br/>DRAIN CLEANER<br/>PHOTOGRAPHIC ACIDS USED IN DEVELOPING<br/>FILM<br/>BLEACH<br/>BATTERIES (WET OR DRY)<br/>WATER PURIFYING AGENTS USED IN<br/>SWIMMING POOLS</b>  |
| <b>C. EXPLOSIVES</b>           | <b>FIREWORKS<br/>SMALL ARMS AMMUNITION<br/>FLASH BULBS</b>   |
| <b>D. FLAMMABLES</b>           | <b>LIGHTER FLUID<br/>MATCHES<br/>WOOD OIL STAINS<br/>PETROL-CHEMICAL BASED GARDEN SPRAYS<br/>PAINT OR VARNISH<br/>PAINT OR VARNISH REMOVERS<br/>BUTANE / PROPANE / GASOLINE / (GARDEN<br/>EQUIPMENT)<br/>SIGNAL FLARES<br/>CHARCOAL BRIQUETTES</b> |
| <b>E. COMPRESSED GASSES</b>    | <b>AEROSOL CANS<br/>FIRE EXTINGUISHERS<br/>SCUBA DIVING TANKS</b>  |

**PLEASE CONTACT YOUR MOVER IF YOU HAVE ANY QUESTIONS ABOUT THE  
ABOVE ITEMS**

**EFFECTIVE AS SHOWN ON TITLE PAGE**



1.89-11-003 ALJ/BWM

END OF ATTACHMENT E

ATTACHMENT F

Page 1

EXCERPTS FROM D.96-12-060

Decision (D.) 97-10-034 granted partial rehearing of D.96-12-060. In particular, rehearing was granted of Findings of Fact 5, 6, and 7, Conclusions of Law 6, 7, and 8, Ordering Paragraph 4, and discussion related thereto, in D.96-12-060. The findings of fact, conclusions of law, and the ordering paragraph are:

Findings of Fact

5. We can not foresee any circumstance when the sale of household goods which are the subject of a complaint pending before us would not compromise the right of complainant to due process and our ability to grant relief to complainant.

6. The Instruction to Answer Complaint served on household goods carriers should include the statement:

By order of this Commission, a household goods carrier is prohibited from selling the property of a shipper who has filed a formal complaint against said household goods carrier during the pendency of the complaint.

7. No deposit or bond should be required of a shipper during the pendency of a complaint to forestall the sale of the shipper's/complainant's property.

Conclusions of Law

6. We have an obligation to preserve due process and forestall action by a defendant which materially impacts a pending matter wherein violations have been asserted.

**ATTACHMENT F**

**Page 2**

7. Though we could not have acted to release the lien and cancel the public sale, we could have directed the carrier to postpone the sale and/or sought an injunction pursuant to PU Code Section 2102 to stop the sale while the case was pending.

8. A household goods carrier should be prohibited from selling the property of a shipper who has filed a formal complaint against the household goods carrier during the pendency of the complaint.

**Ordering Paragraph**

4. A household goods carrier is prohibited from selling the property of a shipper who has filed a formal complaint against said household goods carrier during the pendency of the complaint.

**(END OF ATTACHMENT F)**

## ATTACHMENT G

### VARIATIONS ON ORDERING PARAGRAPH 4 OF D.96-12-060

#### Variation 1:

Before a household goods carrier may sell the property of a shipper who has filed a formal complaint with the Commission against that carrier, the carrier is required during the time the complaint is pending before the Commission to (1) remove from the shipment the specific items that are the subject of the dispute before undertaking a lien sale, (2) file a motion with the Commission, if the carrier seeks to include those specific items in a lien sale, showing good cause why it is necessary to include those specific items in a lien sale, and (3) not include those specific items in a lien sale unless the motion is granted.

#### Variation 2:

The carrier may not execute a lien sale any sooner than 45 days after the carrier has made a final offer in writing to pay, or decline to pay, or a firm compromise written settlement offer, in response to a written loss and damage claim from a shipper.

(END OF ATTACHMENT G)

## ATTACHMENT H

### List of Acronyms and Abbreviations

Act	Household Goods Carriers Act
Agreement	Agreement for Moving Services
ALJ	Administrative Law Judge
Booklet	Booklet
C.	Case
CMSA	California Moving and Storage Association
Change Order	Change Order for Services
D.	Decision
DRA	Division of Ratepayer Advocates
DT-8	Distance Table 8
Estimate	Estimated Cost of Services
MAX 4	Maximum Rate Tariff 4
ORA	Office of Ratepayer Advocates
p.	page
PHC	prehearing conference
PU Code	Public Utilities Code
Settlement	Settlement and Stipulation
"settling parties"	CMSA, Tri-Valley, and ORA collectively
Tri-Valley	Tri-Valley Transportation & Storage Company

(END OF ATTACHMENT H)