

The Lynch Law Group

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July 21, 2021

PA Public Utility Commission
Attn. Secretary Chiavetta
400 North Street
Harrisburg, PA 17120

RE: Clutter, Inc.; A-8923539; A-2020-302278 – Request for **Rate Increase**

Dear Secretary Chiavetta:

Submitted for your consideration is the tariff for Clutter, Inc. and accompanying support for the purpose of requesting an increase to our motor common carrier of household goods rates. We would like the proposed tariff to become effective on August 16, 2021.

Our company has never had an increase in rates since receiving authority to operate as a common carrier of household goods by the PUC. Since that time, and as a direct result of the COVID-19 pandemic, our costs have risen significantly.

The increased costs have greatly affected the profitability of Clutter, Inc.'s operations in Pennsylvania, and Clutter, Inc. is now in need of additional revenues to cover the loss in profits.

Our company has a desire to continue serving the public in our authorized territory, and we want to do so in a safe and efficient manner, as prescribed by the PA PUC. In order to do this, an increase is necessary. Thank you for your consideration in this matter.

Sincerely,

Lauren L. Mathews

Lauren L. Mathews
Attorney for Clutter, Inc.

Enclosures

LLG

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501 Smith Drive, Suite 3 • Cranberry Township, PA 16066
375 Southpointe Boulevard, Suite 100 • Canonsburg, PA 15317

P: 724-776-8000 • F: 724-776-8001

STATEMENT REQUIRED AS PER 52 PA. CODE §23.64(7)

In the event of any proceedings before the Commission with respect to the proposed rates it is agreed that the tariff and the financial data submitted therewith will be offered in evidence by the utility respondent as an exhibit.



(Signature)

7/16/2021

(Date)

Aaron Bagherpour

(Name – printed or typed)

Compliance Manager

(Title or position)

Verification of Statements

This statement regarding the documents submitted may be sworn/affirmed before a notary public or contain the following verification without appearing before a notary public:

The undersigned deposes and says that he/she is authorized to and does make this verification and that the facts set forth therein are true and correct to the best of his/her knowledge, information, and belief. The undersigned understands that false statements herein are made subject to penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.



(Signature)

7/16/2021

(Date)

Aaron Bagherpour

(Name – printed or typed)

Compliance Manager

(Title or position)

DATA FOR INCREASE AS REQUIRED BY 52 PA CODE §§23.63 AND 23.64

1. The proposed changes in rates are as follows:

Item Changed	Current	Proposed
Standard Hr. Rate – 2 movers	\$119	\$159
Standard Hr. Rate – 3 movers	\$149	\$199
Standard Hr. Rate – 4 movers	\$209	\$229
Standard Hr. Rate – 5 movers	\$249	\$259
Standard Hr. Rate – 6 movers	\$289	\$299
Extra Stop Rate – 2 movers	\$119	\$159
Extra Stop Rate – 3 movers	\$149	\$199
Extra Stop Rate – 4 movers	\$209	\$229
Extra Stop Rate – 5 movers	\$249	\$259
Extra Stop Rate – 6 movers	\$289	\$299
Deposit to be paid by shippers	N/A	10% of minimum
Decrease in minimum hours for move	Four (4)	Three (3)

2. The reasons for the need of an increase in rates are as follows:

Expenses have significantly increased as a result of the pandemic, thus necessitating the requested rate increase. In addition, the scarcity in labor has forced Clutter, Inc. to pay more members in order to remain competitive in the employment market. Clutter, Inc. has paid bonuses of \$1000 to bring more team members on board.

3. What was the total number of miles which were travelled in the past year for the purpose of transporting passengers from point-to-point in Pennsylvania?

70 miles

4. What was the total number of trips which were made in the past year for the purpose of transporting passengers from point-to-point in Pennsylvania?

20 intrastate moves

5. Revenue will be affected as follows:

The rate changes will result in a 22% increase in revenue from \$936 to \$1122.



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6. The list of vehicles devoted to passenger transportation:

Vehicle Make	Year	Model	MILEAGE
Isuzu	2015	NPR	120,212
Isuzu	2015	NPR	146,865
Isuzu	2019	NPR	41,559
Isuzu	2019	NPR	37,116
Isuzu	2019	NPR	35,110
Freightliner	2020	M2	5,587

7. The sections regarding interstate transportation, 52 Pa. Code §§23.64(9 – 15), are not applicable to this carrier.



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EXPENSE STATEMENT

FOR MARCH 2021 THROUGH JUNE 2021

Operating Expenses:

Compensation increase for
team members from \$20 to
\$23 per hour

Cost per hire in 3/2021: \$578

Cost per hire in 4/2021: \$739

Cost per hire in 5/2021: \$639

Cost per hire in 6/2021: \$377

Signing bonuses of \$1000
per new hire has been
implemented.

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CLUTTER, INC.**BALANCE SHEET
AS OF DECEMBER 31, 2019****Note A**

	2019	
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 87,265,213	
Accounts receivable—net	1,421,362	
Prepaid expenses and other current assets	<u>8,895,417</u>	
Total current assets	97,581,992	
PROPERTY AND EQUIPMENT—Net	164,352,640	Note A
INTERNAL USE SOFTWARE—Net	2,157,606	
IN-PLACE LEASE ASSETS—Net	8,117,603	
RESTRICTED CASH AND CASH EQUIVALENTS	9,529,610	Note B
OTHER ASSETS	<u>794,877</u>	
TOTAL ASSETS	<u><u>\$ 282,534,328</u></u>	
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable and accrued expenses	\$ 6,145,648	
Deferred revenue	1,494,919	
Other current liabilities	610,419	
Long-term debt—current portion, net	<u>10,229,111</u>	Note B
Total current liabilities	<u>18,480,097</u>	
DEFERRED RENT	2,818,635	
LONG-TERM DEBT, Net	119,333,307	Note B
OTHER LONG-TERM LIABILITIES	796,966	

PROPERTY AND EQUIPMENT—Net

Land
Building
Site Improvement
Computer and computer software
Machinery and equipment
Transportation vehicles
Furniture and fixtures
Leasehold improvements

Accumulated depreciation

Property and equipment—net

LONG-TERM DEBT, Net

Principal payments to lenders and End of Term payments
Less: unamortized payments, issuance costs and debt discounts
Current Portion
LONG-TERM DEBT, Net

2019

39,851,466
109,741,542
530,879
484,057
13,284,465
1,679,103
52,955
2,194,477

167,818,944

(3,466,304)

164,352,640

131,210,675
(1,648,257)
(10,229,111)
119,333,307

A-8923539
A-2020-3022378

Freight PA P.U.C. No. 2

Clutter

CLUTTER, INC.

With the right to operate as a Motor Common Carrier of Household Goods by the Pennsylvania Public Utilities Commission.

With authority to transport, as a common carrier, by motor vehicle, Household Goods in Use, between points in Pennsylvania

Issued under authority of 52 PA Code Section 23.42

ISSUE DATE: July 22, 2021

EFFECTIVE DATE: August 21, 2021

3526 Hayden Drive
Culver City, California 90232
(310) 912-1960
Compliance@clutter.com

List of Changes Made by this Tariff

- (1) **New rates** – the standard hourly rates and extra stop rates listed on page 8 of the previous tariff have been omitted and replaced by a new, increased schedule of standard hourly rates and extra stop rates. These new rates can be found on page 9.
- (2) **Deposit** – all shippers must pay a ten percent (10%) deposit prior to the move. The specifics regarding this deposit are described under the Glossary (see *Deposit*). This new rule can also be found on page 8.
- (3) **New hourly minimum** – the hourly minimum of four (4) hours was listed on page 8 of the previous tariff. The new minimum hourly rate of three (3) hours can be found on page 8 of this tariff.

Glossary

Accessorial Services: Any service performed during the course of the move, other than actual transportation of the goods, e.g., packing, unpacking, appliance servicing. Charges for these services are in addition to transportation costs.

Additional Liability Coverage: A type of coverage offered in replacement of the basic liability coverage of \$0.60 per pound per article as required by the Pennsylvania Public Utility Commission.

Bill of Lading: A formal document required by law noting clearly all services and charges associated with the contracted move of household goods. This is provided within fifteen (15) days of the delivery date.

Breaks: Any stoppage of the move that is in control of the mover, not the shipper, hence also known as a scheduled (tariff) break. E.g. coffee break, lunch break, rest break.

Bulky Goods: Goods of unusual size and low-weight density, often requiring special accessorial servicing, with attending extra charges, e.g. boats, snowmobiles, hot tubs.

Certificate of Insurance: See *Insurance*.

Complaints: A filing that can be made with the PUC if a shipper experiences any problems during or after the move. This must be filed no later than ninety (90) days from the date of the move.

Consignee: The person or entity to which the goods are to be delivered, usually the shipper or the shipper's duly authorized representative.

Consignor: The person or entity which delivers the goods, also referred to as the mover, licensee, carrier or hauler.

Coverage: Coverage refers to the protection offered for loss/damaged goods, and is not to be confused with the mandatory insurance requirements of a licensee. If the shipper sustains a loss or damage to their goods, the shipper is protected up to sixty cents (\$0.60) per pound, per article. If a shipper desires additional

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coverage, the shipper may pay a higher tariff rate applicable to the coverage the shipper desires, or obtain a policy of transit insurance with an insurance agent. *See* Additional Insurance Coverage.

Deposit: All shippers are required to pay a deposit of ten percent (10%) of the minimum to be charged for the move. The minimum is calculated as the hourly minimum of 3 hours, multiplied times the hourly rate to be charged, which can be found using the rate chart on page 8.

Estimated cost of services: A formal document required by 52 Pa. Code § 31.122 noting clearly all services to be performed and their respective charges. This is provided at least forty-eight (48) hours prior to the move.

Extra Stop: Any stop for a pickup or delivery of goods, requested by the shipper, in addition to stops at the point of origin and destination of the contracted for move.

Force Majeure: Anything beyond the control of the mover and the shipper which might or actually does impede the contracted for move, e.g. a natural, meteorological, civil, or military disturbance. This includes roadway type or construction.

Flight of Stairs: Inside a building, the number of stairs leading from one complete floor to the next complete floor; outside a building, a set of at least ten stairs.

Fuel Surcharge: A charge specific to the amount of fuel used by the moving vehicle, usually as calculated by the travel time between point of origin and point of destination.

Household Goods: Goods normally considered personal effects and property used in a dwelling when said goods are arranged and paid for by the householder or by another party.

Information for Shippers: A formal document required by 52 Pa. Code § 31.121 which outlines generally the standards of the law under the Commonwealth of Pennsylvania.

Insurance: A type of coverage, the charge and terms of which are determined by the mover, in conjunction with his insurance carrier. The carrier *offers* a particular policy, as the carrier is not licensed to sell insurance, again, in conjunction with his insurance carrier. A *certificate of insurance*, demonstrating that the mover has liability coverage on each vehicle operated by the mover, is required by Pennsylvania law.

Intrastate Move: Shipment of goods point to point within a state.

Inventory: A formal schedule of all goods contracted for shipment required under 52 Pa. Code § 31.133, which should include notations of any pre-existing damage respective to each item. This is provided prior to loading the goods for transportation and then again upon delivery of the goods to the destination. For moves that are 40 miles or less, the inventory requirement may be waived, in writing.

Long Carry: An accessorial service provided when goods are at an extended distance from the actual unloading point of the moving vehicle to the actual destination, as caused by an obstruction beyond the control of the mover, e.g., narrow street, unfinished driveway.

Moving Vehicle: Any vehicle (van or truck, or any version or combination thereof) duly registered with the Pennsylvania Public Utilities Commission, and duly approved and lettered with its assigned license number, used for the intrastate moving of household goods.

N/C: No charge.

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N/A: Not applicable.

Origin to Destination: Travel time as determined from the point of the move where the goods are loaded to the point of the move where the goods are unloaded. See *Portal to Portal*.

Overnight Hold: Goods stored on a moving vehicle overnight in lieu of a formal storage facility.

PBO: Goods *packed-by-owner* for moving, and noted as such on all documentation.

Packing/Unpacking: An accessorial service involving the correct and complete packing and unpacking of the shipper's goods by the mover, at the point of origin and point of destination, respectively, including the proper disposal of any materials provided for that service after their use. Clutter will provide packing containers and cartons to the shipper, free of charge. See *PBO*.

Pennsylvania Public Utility Commission (PUC): The governing body that oversees moving companies within the Commonwealth of Pennsylvania.

Point of Origin: Location at which the goods are loaded.

Point of Destination: Location at which the goods are unloaded.

Portal-to-Portal: Travel time as determined from when the moving vehicle leaves its regular base to the point of origin, and when the move is completed, from the point of destination to when the moving vehicle returns to its regular base. This is in addition to travel time from point of origin to point of destination.

Range of Service: Distance the carrier will travel for moves within the Commonwealth of Pennsylvania.

State Authority: Authority for the public moving of all household goods, point to point within any of the sixty-seven counties of the Commonwealth of Pennsylvania.

Transportation Rates: For those moves that are over forty (40) miles, the shipper will be charged at a rate that is determined by the weight and mileage of the move. A chart has been prepared to demonstrate the applicable rate in cents per 100 pounds, which starts on page 5 of this tariff.

Travel Time: The time required by a moving vehicle to proceed from the point of origin to the point of destination. See *Portal-to-Portal*.

Terms & Conditions

Service Area

The Carrier will service all sixty-seven counties in the Commonwealth of Pennsylvania.

Estimated Cost of Services

Carrier will provide an Estimated Cost of Services to the shipper for the move. Estimates will be provided at least forty-eight (48) hours in advance of the scheduled move date, unless the shipper provides written waiver of this notice.

Hourly Moving

The hourly rate begins when the moving vehicle and crew arrive at the point of origin of the contracted for move, and ends when all of the goods have been unloaded at the point of destination, less any scheduled breaks and/or any vehicular breakdown, plus any applicable travel time (see Service Area).

Articles of Extraordinary Value

Articles of extraordinary value, as defined by contract law, including but not limited to, jewelry, special documented antiques of any type, documented artwork of any type, will not be moved.

Articles: Special

No grand or baby grand pianos or large organs of any size or type and other musical instruments. Upright pianos will be moved, but require 3 movers and no stairs.

Articles: Bulky

No utility trailer, pop-up trailer, sail boat, row boat, canoe, skiff, kayak, hot tub, entertainment centers, wall units, grandfather clocks, mechanical furniture that has not been professionally disassembled (including Sleep Number beds), motorized vehicles of any kind, pool tables, large toys or play sets, swing sets, jungle gyms, household or commercial safes.

Articles: Completely Restricted from Moving

The Carrier will not move the following articles: antiques (whether or not breakable and fragile), food or perishable goods (including dried or canned food), liquids (including cosmetics and toiletries), firearms, explosives, used tires, plants, birds, fish, other animals, or any other living thing, arms or ammunition, any item which emits fumes, smells or odors, bullion (e.g., gold-silver), jewelry, currency, ivory, precious metals or stones, any

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drugs, illegal substances or goods, or goods or substances illegally obtained, human remains, combustible or flammable materials, liquids or compressed gases, diesel, petrol, oil, gas, artificial fertilizer or cleaning solvents, chemicals, radioactive materials or biological agents, toxic waste, asbestos or other materials of a dangerous or harmful nature, any other toxic, flammable or hazardous goods, or any other items, the possession or usage of which may violate in any way the laws of the United States or any other applicable laws, rules, or regulations (collectively, "Prohibited Items").

Impractical Operations

The mover is not liable for the execution of a move when any of the following impede or otherwise make impractical the same: acts of God, including any natural, geological, or meteorological occurrence or disaster; any acts of war, declared or undeclared; any civil disturbances, including, insurrection, rebellion, riot; any labor dispute, strike or lockout; any act of the state or federal government regarding nationalization, sanction, embargo, or blockade; any act of foreign invasion or hostilities; any act of terrorism; any interruption of a public utility or Internet service; severely inclement weather; any inadequate or unsafe road, highway, street, or driveway conditions, or major construction or repair of the same or any major delays or detours arising therefrom; any situations where hazardous materials are present; any major access obstructions at either the origin or destination; as well as any situations where the moving crew is or might be personally endangered or threatened with physical harm.

Infestation / Fumigation

With respect to any household goods transported by the carrier, which are, or have been reasonably demonstrated to be, infested with ants, termites, cockroaches, bed bugs, or any dangerous or disease bearing insect, as a result of the condition of the shipper's premises, at either origin or destination, the carrier reserves the right to refuse shipment of such goods, (a) entirely or (b) after they have been duly certified by a fumigation specialist to be free of the manifest or discreet infestation.

With respect to any household goods transported by the carrier, infested with ants, termites, cockroaches, bed bugs, or any dangerous or disease bearing insect, as a result of the condition of the shipper's premises, at either origin or destination, and the same having infested the moving vehicle as a result of the move, all costs resulting from any fumigation, or other acts or procedures necessary to return the moving vehicle to a sanitary state, will be charged back to the shipper.

Assembly / Disassembly

The carrier will not be responsible for disconnecting, reconnecting, dismantling or reassembling appliances, fixtures, fittings or equipment. Carrier will not remove any items screwed, nailed or bolted into walls and/or ceilings, attached to windows, or remove any wiring from other electronics, appliances, walls and/or hardwired into walls.

The shipper can elect to have the carrier to dismantle or assemble any unit, system, or furniture at a rate of \$150.00 for each piece, plus standard hourly rate.

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Packing / Unpacking

Packing and unpacking services are available at the standard hourly rate. Clutter will provide packing containers and cartons to the shipper, free of charge.

Disposal of Unwanted Goods

The carrier will not dispose of unwanted goods from the shipper's inventory without prior written authorization accompanied by an itemized list. The carrier will charge a minimum fee of \$50.00 for each item, plus the standard hourly rate.

Appliance Servicing / Electrical and Mechanical

The Carrier will not be responsible for appliance, electrical and/or mechanical servicing but will coordinate with shipper to pick up and/or deliver inventoried items within service area and proper authorization billed at the standard hourly rate.

Rigging

The carrier will not be responsible for rigging of inventory items.

Long Carry

The carrier will charge for a long carry at the standard hourly rate.

Stair Carry

The carrier will charge for stair carry at the standard hourly rate.

Elevator Access and Reservation

The carrier will not be responsible for any reservation for elevator access in a building or setting at either the origin or the destination of the move.

Toll Charges

Toll charges for any bridge, tunnel, ferry, or highway, incurred by the mover, between the origin and destination of the move, will be charged back to the shipper.

Governing References

The computation of mileage between the origin and destination of a move will be determined by [googlemaps.com](https://www.google.com/maps)

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The computation of weight and market depreciation of a given household and/or commercial good will be determined by the Joint Military / Industry Table of Weights and Depreciation Guide, AMSA Publication, April 2000 edition.

Rates & Charges

Standard Hourly Minimum

A minimum rate of three hours will be charged on all moves. A deposit totaling 10% of the minimum must be paid by the shipper prior to the move.

Standard Hourly Rate

2 movers	\$159/hour #
3 movers	\$199/hour #
4 movers	\$229/hour #
5 movers	\$259/hour #
6 movers	\$299/hour #

Extra Stop/Pick-Up Rate

2 movers	\$159/hour #
3 movers	\$199/hour #
4 movers	\$229/hour #
5 movers	\$259/hour #
6 movers	\$299/hour #

- indicates an increase in the rate.

Transportation Rates for Moves Over 40 Miles

TRANSPORTATION RATES

Rates are in cents per 100 pounds, apply to actual weight (subject to minimum weights as provided in rules herein) and include loading and unloading and the actual movement or transportation of property from origin to destination. The rates apply to moves travelling between points in Pennsylvania transported in excess of forty (40) miles.

(Rate in Cents Per 100 Pounds)

Break Point indicates weight at which a lower charge develops by use of lowest weight and applicable rate in next higher weight bracket.

MILES	500	BREAK POINT	1,000	BREAK POINT	2,000	BREAK POINT	4,000	BREAK POINT	8,000	BREAK POINT	12,000	BREAK POINT	16,000
	to 999 LBS.		to 1,999 LBS.		to 3,999 LBS.		to 7,999 LBS.		to 11,999 LBS.		to 15,999 LBS.		LBS. AND OVER

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	INCL.		INCL.		INCL.		INCL.		INCL.		INCL.		INCL.
41 - 50	11035	651	7180	1575	5650	3200	4520	6540	3695	10355	3190	15153	3020
51 - 60	11190	647	7230	1575	5695	3222	4585	6514	3735	10466	3260	15177	3090
61 - 70	11260	655	7370	1557	5740	3225	4625	6651	3845	10305	3300	15243	3145
71 - 80	11380	653	7430	1575	5850	3198	4675	6693	3910	10260	3345	15259	3190
81 - 90	11510	654	7525	1565	5885	3217	4730	6763	4000	10163	3390	15316	3345
91 - 100	11625	653	7585	1566	5940	3250	4825	6669	4020	10176	3410	15285	3255
101 - 110	11715	656	7675	1564	6000	3262	4890	6649	4065	10319	3495	15112	3300
111 - 120	11865	652	7730	1564	6045	3265	4935	6772	4175	10168	3540	15123	3345
121 - 130	11950	655	7825	1556	6085	3316	5045	6683	4215	10163	3570	15192	3390
131 - 140	12035	656	7890	1571	6195	3283	5085	6773	4305	10000	3585	15213	3410
141 - 150	12140	654	7935	1577	6255	3338	5220	6627	4325	10063	3625	15244	3455
151 - 160	12250	653	7995	1582	6320	3327	5255	6650	4370	10100	3680	15211	3495
161 - 170	12385	653	8080	1580	6385	3321	5300	6637	4395	10085	3695	15340	3545
171 - 180	12535	655	8210	1567	6430	3327	5345	6733	4500	9910	3715	15376	3570
181 - 190	12600	656	8255	1584	6535	3288	5370	6732	4520	9913	3735	15363	3585
191 - 200	12710	657	8340	1573	6560	3282	5380	6744	4540	9950	3760	15422	3625
201 - 220	12665	652	8385	1576	6600	3278	5410	6782	4585	10062	3845	15177	3650
221 - 240	12965	658	8520	1572	6695	3248	5435	6808	4625	10147	3910	15119	3695
241 - 260	13055	661	8625	1557	6710	3289	5520	6747	4655	10366	4020	14787	3715
261 - 280	13210	660	8710	1553	6760	3281	5555	6746	4675	10438	4065	14696	3755
281 - 300	13365	659	8800	1557	6850	3249	5565	6764	4705	10653	4175	14416	3760

301 - 320	13470	661	8900	1544	6865	3254	5585	6782	4730	10751	4240	15097	4000
321 - 340	13575	664	9010	1530	6890	3281	5650	6734	4755	10961	4345	14975	4065
341 - 360	13640	670	9130	1513	6900	3281	5665	6815	4825	10941	4400	15253	4195
361 - 380	13775	668	9190	1508	6930	3276	5675	6840	4850	11131	4500	15301	4305
381 - 400	13815	671	9260	1504	6960	3266	5685	6887	4890	11249	4585	15244	4370
401 - 420	13925	668	9290	1506	6995	3257	5695	6997	4980	11263	4675	15401	4500
421 - 440	14035	669	9385	1496	7020	3257	5715	7087	5060	11436	4825	15344	4625
441 - 460	14100	671	9450	1488	7030	3260	5725	7250	5190	11356	4910	15417	4730
461 - 480	14205	672	9535	1476	7040	3261	5740	7294	5230	11477	5005	15513	4850
481 - 500	14235	672	9565	1475	7050	3263	5750	7376	5300	11458	5060	15526	4910

Break Policy

The Carrier's employees on a contracted for move job are required by carrier's policy to take a 30-minute unpaid lunch break by their 5th hour of work.

Disposal Fee

\$50.00 minimum per item + Standard Hourly Rate

Additional Liability Coverage

The shipper may elect for additional liability coverage for their goods at a rate of \$50 per \$100 declared under Section 2(b) of the Estimated Cost of Services. In order to be eligible for this additional liability coverage, the shipper must declare the value of their goods to be at least \$100. If elected by the shipper, this coverage would be offered as a replacement to the basic liability coverage of \$0.60 per pound per article.

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