

LOUISIANA PUBLIC SERVICE COMMISSION

ORDER NUMBER S-35961

MOVING NOLA, LLC,
EX PARTE

Docket No. S-35961, In re: Application to increase tariff rates for Common Carrier Certificate No. 8003.

(Decided at the July 27, 2022 Business and Executive Session.)

ORDER

I. Background

On April 14, 2021, Moving NOLA, LLC (“Moving NOLA” or “Company”) filed an application with the LPSC requesting authorization to redesign and increase its tariff rates pursuant to Commission General Order dated October 2, 2012 (R-32437).¹ Notice of the Application was published in the Commission’s Official Bulletin #1244 dated April 30, 2021, as Docket No. S-35961, and republished in the Bulletin #1267 dated March 18, 2021 after the LPSC approved a name change of the Company. There are no intervenors in this proceeding.

Moving NOLA currently holds LPSC Common Carrier Certificate No. 8003, which authorizes the transportation of household goods in Louisiana.

In its Application, Moving NOLA stated that an increase in its tariffed rates was necessary because of annual increases in insurance, competitive wages, and materials along with the fact that the Company has not had an increase in its rates since its inception in 2016. Attached to its Application, the Company provided a proposed tariff that increased and/or added the following: one-time fees; labor rates; fuel charges; and additional charges for items over 200+ lbs; overnight storage; moving blanket rental; and long-term storage. The Company also requested a change to its scope of operations to specify the definition of certain jobs, start and stop times, liabilities, gratuity, etc.

II. Jurisdiction

The Commission exercises jurisdiction over common carriers and public utilities in Louisiana pursuant to Article IV, Section 21(B) of the Louisiana Constitution, which states:

“The commission shall regulate all common carriers and public utilities and have such other regulatory authority as provided by law. It shall adopt and enforce

¹ Louisiana Public Service Commission, ex parte. In re: *To review and formulate possible changes to General Order dated July 1, 1921 and General Order dated February 20, 1957, pertaining to the rates, fares, charges, and tariffs for the transportation of passengers, household goods, waste and saltwater by Common Carriers within the state of Louisiana.*

reasonable rules, regulations, and procedures necessary for the discharge of its duties, and shall have other powers and perform other duties as provided by law.”

Pursuant to this authority, Commission General Order dated October 2, 2012 (R-32437) allows for a common carrier to seek a 10% increase in rates, fares, or charges three years from its last increase which shall be approved and become effective subject to the application’s fifteen (15) day intervention period.² However, if the common carrier seeks an increase in excess of 10% or seeks an increase 3 years or less than its last increase, the application is subject to a complete rate review by Staff and approval by the full Commission at a Business and Executive Session.³

III. Uncontested Stipulated Settlement

Following discovery on Moving NOLA’s application and accompanying testimony, Commission Staff filed its Report and Recommendation with Exhibits and Recommended Tariff (“Staff’s Recommendation”) on June 8, 2022. Subsequently, Moving NOLA and Commission Staff reached an agreement, and executed an Uncontested Stipulated Settlement (the “Settlement”), which was filed into the record on July 15, 2022. The terms of the settlement are as follows:

1. Moving NOLA shall be authorized an increase in revenue of approximately \$83,000.00 in order to earn an Operating Margin Ratio (“OMR”) of 20% following completion of the following: (1) the issuance of an Order in this matter, (2) Moving NOLA’s filing into the record of this proceeding a final, revised, tariff consistent with the Order; and (3) Staff’s review and acceptance of the revised tariff;
2. The recommended rate increase will be applied to Moving NOLA’s tariff as defined below:
 - A one-time fee covering overhead, insurance, and operational costs would increase from \$60 to \$70, for an increase of \$10 or 17%. This fee is charged for all jobs, including Labor-Only jobs.
 - A Truck Reservation fee would increase from a range of \$90-\$230 to a three-tiered rate range related to truck sizes. For 10-foot to 20-foot trucks, a rate range of \$90- \$150, for a change of \$0-\$80 or 0%-35%. For 21-foot to 30-foot trucks, a rate range of \$ 150-\$210, for a change of \$60-\$20 or 67%-9%. For trucks over 30-foot, a rate range of \$210-\$270, for an increase of \$120-\$40 or 134%-18%.
 - The customer is responsible for all tolls and the cost of parking, including the cost of any violations.
 - Moving NOLA is also allowed the right to charge a discounted rate of \$200 for small deliveries of furniture, where deliveries take less than one hour from pick up to completion. The standard hourly rate will be charged in addition to this fee for any unboxing or assembly work, once the first hour is up.
 - Labor rates are separated into three categories: Moving Labor, Packing Labor, and Labor-Only. Rates for a Two Mover Crew would increase from a range of \$70-\$80 per hour to a range of \$80-\$95 per

² See Commission General Order dated October 2, 2012 (R-32437).

³ *Id.*

hour, for an increase of \$10-\$15 or 15%-19%. Rates for a Three Mover Crew would be eliminated and rates for an Additional Mover would increase from \$30 per mover per hour to a range of \$30-\$35 per mover per hour, for an increase of \$0-\$5 or 0%-17%.

- The Packing Labor rate is charged per packer per hour. It includes all packing supplies and materials used, with the exception of moving blankets. The rate would increase from \$45 to \$55, for an increase of \$10 or 22%.
- The Labor-Only rate is charged per mover per hour. It includes on-site only moves, with no transport to another location. This is a new rate of \$45.
- For all labor rates, additional charges will be assessed for any after-hour moves or Hot-Shot jobs. After-hour times are before 7:00 am and after 5:00 pm, as well as all day Sunday. After-hour charges will be 1.5 times the normal rate. An additional \$150 is assessed for all Hot-Shot jobs. Hot-Shot jobs are expedited jobs beginning after 8:00 am with specific start and end times.
- The Company assesses a fuel charge for non-local moves. This charge is assessed for any move traveling outside of Eastbank Orleans Parish or to New Orleans East. The charge is per mile of travel from the garage. The charge would increase from \$1.50 per mile to \$1.75 per mile, for an increase of \$0.25 per mile or 17%.
- Additional charges: Charge for any item over 200 pounds (i.e. pianos, gun safes, etc.) would increase from \$80 to \$90, for an increase of \$10 or 13%.
- Charge for long-term storage in the amount of \$2.50 per square foot per week. This charge would be assessed with a minimum of 100 square feet and a minimum duration of two weeks for a minimum charge of \$500.
- Charge for moving blankets in the amount of \$9 per blanket.
- Charges for payment processing fees in lieu of the current credit card fee, which is 5% of the customer's total bill, the Company will add a fee in the amount of 2% to process all Venmo or other electronic payments and a fee in the amount of \$3.5% to process debit/credit cards.

3. Moving NOLA shall be authorized to update its Scope of Operations as defined below:

- For local moves within New Orleans, billable time starts when the moving crew arrives at the customer's location at the agreed upon time and stops when the bill is settled at the end of the job. The last hour is pro-rated to the half-hour, rounded up. For non-local moves, time starts when the moving crew leaves the garage in New Orleans and ends when the moving crew arrives back at the garage in New Orleans. If the billable clock time of a job is stopped for any reason (including a lunch break on a +4-hour job) and work resumes for that customer that same day or any day following, this will be treated as two separate jobs, and service/truck fees will apply to both jobs. A two-hour minimum is assessed for every job.
- We will not move any items that were not previously discussed, items that were misrepresented by the customer, items over 500 lbs, or items we were not previously made aware of by the shipper.
- We will not move jewelry, heirlooms, or items of extraordinary value. If these items are unknowingly transported, Moving NOLA, LLC will not be held responsible for them.
- Moving NOLA, LLC assumes no liability for contents of boxes packed by the shipper.
- Moving NOLA, LLC includes valuation at the rate of \$0.60 per lb per item. If the item is taken apart into pieces, all of those pieces are looked upon as their own item.

- A \$100 cancellation fee per reserved mover per day is assessed for cancellations or postponements of jobs, charged to the customer's credit card, which is kept on file after making a reservation. Permission is granted over the phone by the customer at the time of making the reservation.
 - We do not transport items that have not been prepared for transport. We can put unpacked art, stone, glass, plants, lamps, TV's or any other incidental household items in the moving truck with the understanding that John Semmes, LLC dba Moving NOLA is released from all damage liability to or from these items. Covering these items with a moving blanket is a courtesy and is not considered proper preparation to transport these types of non-furniture items.
 - The customer is responsible for providing accessible parking and safe working conditions. If conditions are not safe (i.e. No A/C on a hot day, working while other contractors on-site, etc.) the move may be called off, and storage, truck, cancellation, and/or service fees will be assessed. We cannot allow crew members to do anything that will jeopardize their safety or risk damage to property. If a risk of any type of damage to property is of great concern while moving household goods, we can attempt to move the goods with a signed waiver of liability from the customer.
 - 15% Gratuity is included on the final invoice if the heat index reaches more than 105 degrees Fahrenheit at any point during a move, if no A/C is provided for any indoor area where moving labor occurs, if another contractor is on-site at any point during the move, or if movers are directed to work on a site with ongoing construction.
4. Moving NOLA be ordered to continue its compliance with all applicable LPSC rules, regulations, and Orders;
 5. Moving NOLA be ordered to file into the record of this proceeding, along with a copy to the Commission's Transportation Division, a new or revised tariff reflecting the Commission's action, within thirty (30) days of issuance of an Order in this proceeding and;
 6. Upon satisfaction of the above-described conditions, and approval of the same by Staff, the approved rates are deemed effective. Any newly approved rates charged to customers prior to satisfying the above-stated conditions shall be considered a direct violation of this rate proceeding and subject to refund with interest.

IV. Commission Action

On motion of Commissioner Greene, seconded by Chairman Boissiere, with Vice Chairman Francis and Commissioner Skrmetta concurring, and Commissioner Campbell absent, the Commission voted to assert its original and primary jurisdiction and take matter up pursuant to Rule 57.

After discussion, on motion of Commissioner Greene, seconded by Chairman Boissiere, with Vice Chairman Francis and Commissioner Skrmetta concurring, and Commissioner Campbell

absent, the Commission voted to accept the Uncontested Settlement filed into the record on July 15, 2022.

IT IS THEREFORE ORDERED THAT:

1. The Uncontested Stipulated Settlement filed into the record on July 15, 2022 be approved; and
2. This Order is effective immediately.

BY ORDER OF THE COMMISSION
BATON ROUGE, LOUISIANA
August 30, 2022



A handwritten signature in blue ink, appearing to read "Brandon M. Frey".

BRANDON M. FREY
SECRETARY

/S/ LAMBERT C. BOISSIERE, III
DISTRICT III
CHAIRMAN LAMBERT C. BOISSIERE, III

/S/ MIKE FRANCIS
DISTRICT IV
VICE CHAIRMAN MIKE FRANCIS

ABSENT
DISTRICT V
COMMISSIONER FOSTER L. CAMPBELL

/S/ ERIC F. SKRMETTA
DISTRICT I
COMMISSIONER ERIC F. SKRMETTA

/S/ CRAIG GREENE
DISTRICT II
COMMISSIONER CRAIG GREENE