

ATTACHMENT A

Service Date: September 24, 2018

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,

Complainant,

v.

JFS TRANSPORT, INC. d/b/a
COAST MOVERS

Respondent.

DOCKET TV-180315

ORDER 02

INITIAL ORDER APPROVING
SETTLEMENT AGREEMENT

BACKGROUND

- 1 **PROCEDURAL HISTORY.** On June 20, 2018, the Washington Utilities and Transportation Commission (Commission) issued Order 01, Complaint for Penalties; Notice of Brief Adjudicative Proceeding (Order 01 or Complaint) in Docket TV-180315. The Commission initiated this proceeding as the result of an investigation by Commission staff (Staff) of JFS Transport, Inc. d/b/a Coast Movers' (JFS Transport or Company) practices. The Complaint alleged seven causes of action that included 241 violations of Washington Administrative Code (WAC) chapter 480-15 and Tariff 15-C, and requested that the Commission impose monetary penalties on the Company for violations of Commission rules and state laws and order the Company to refund excess charges to customers who had been overcharged. Order 01 required the Company to appear before the Commission at a brief adjudicative proceeding on July 24, 2018, at 9:30 a.m.
- 2 On July 3, 2018, Staff filed a letter to this docket with the Commission, indicating that the owner of JFS Transport, Mr. Jonathon Sheridan, had contacted Staff and requested a continuance of the brief adjudicative proceeding. Staff had no objection to the request for continuance.

**Pursuant to RCW 80.01.060(3)
This packet is the final order
In this docket.**

- 3 On July 13, 2018, the Commission issued a Notice Rescheduling Brief Adjudicative Proceeding, setting the brief adjudicative proceeding to commence on August 20, 2018, at 1:30 p.m.
- 4 On August 10, 2018, Staff, through its attorney and on behalf of the parties, filed a letter to this docket indicating that Staff and JFS Transport (collectively, the Parties) had reached a settlement in principle. The Parties requested the temporary suspension of the procedural schedule and proposed filing a final settlement proposal and supporting narrative, or a status report, by August 31, 2018. At the request of the parties, this date was later extended to September 14, 2018.
- 5 On September 14, 2018, Staff, through its attorney and on behalf of the Parties, filed a Joint Settlement Agreement (Settlement Agreement) and Appendices. On September 21, 2018, Staff, through its attorney and on behalf of the Parties, filed a Supporting Narrative in support of the Settlement Agreement.
- 6 Christopher M. Casey, Assistant Attorney General, Olympia, Washington, represents Staff. Kristina Southwell, Gordon Thomas Honeywell, LLP, Tacoma, Washington, represents JFS Transport, Inc. d/b/a Coast Movers.
- 7 **SETTLEMENT AGREEMENT.** The Parties present the Settlement Agreement as a full resolution of all matters in dispute.
- 8 The Parties agree that JFS Transport committed 241 violations of WAC 480-15-490, WAC 480-15-610, WAC 480-15-620, WAC 480-15-630, WAC 480-15-710, WAC 480-15-800, and Tariff 15-C, Items 85, 95, 205, and 230, as alleged in the Complaint.¹
- 9 The Parties agree that JFS Transport will issue refunds to the customers it overcharged between February 1, 2017, and April 30, 2017, totaling \$3,324.50. JFS Transport will clearly explain to its customers who are receiving refunds the reasons for the refunds via a notice, which Staff will review and approve prior to the issuance of refunds. JFS Transport agrees to issue the refunds within one month of the effective date of this Order.²

¹ *Wash. Utils. & Transp. Comm'n v. JFS Transport, Inc. d/b/a Coast Movers*, Docket TV-180315, Settlement Agreement, 2, ¶ 8 (Sept. 14, 2018) [hereinafter "Settlement Agreement"].

² *Id.* at 2-3, ¶ 9.

- 10 The Parties agree that the Commission should assess a total penalty in the amount of \$15,000, with a \$10,000 portion of that total penalty amount suspended for a period of two years from the effective date of this Order, and then waived, subject to the following conditions: JFS Transport must not incur any repeat violation of state law, Commission orders, rules, or Tariff 15-C during the two-year period beginning the effective date of this Order; and, the Company must not fail to pay any monthly installment towards the \$5,000 penalty amount, as detailed in paragraph 11, below.³
- 11 The Parties agree that the Commission should assess a \$5,000 penalty amount against the Company, which the Company will pay in 20 consecutive monthly installments of \$250 each. Each installment is due and payable no later than the first day of each month for 20 months beginning the first month after the effective date of this Order. JFS Transport may make payments in advance of these due dates to discharge its payment obligation. Any prepayment of the penalty amount will be credited to the last date an installment is due. If the Company fails to pay any installment by the due date, the entire remaining balance of payments, including the entire suspended portion of the penalty, will become immediately due and payable without further Commission order.⁴
- 12 The Parties agree that Staff will conduct a review within two years from the effective date of this Order and recommend whether the Commission should waive or impose the suspended penalty amount of \$10,000.⁵
- 13 The Parties agree that Mr. Jonathon Sheridan, owner of JFS Transport, and two other employees will attend the Commission's household goods movers training. They attended such training on August 15, 2018.⁶
- 14 The Parties agree that JFS Transport will create and use for all of its intrastate moves a Bill of Lading, Cube Sheet, Estimate, and an internal Moving Checklist for its employees, and have available a Complaint Form in compliance with Commission rules for customers who wish to file a complaint. The Company will retain its completed checklist along with its copy of signed written Estimate, Bill of Lading, and any other documents related to the move consistent with Commission rules and for no less than two

³ *Id.* at 3, ¶¶ 10-11.

⁴ *Id.* at 3, ¶ 10.

⁵ *Id.* at 3, ¶ 12.

⁶ *Id.* at 4, ¶ 13.

years from the effective date of this Order. The Moving Checklist, Sample Bill of Lading, Sample Cube Sheet, Sample Estimate, and Complaint Form are attached to the Settlement Agreement in Appendices A - E.⁷

- 15 **SUPPORTING NARRATIVE.** The Supporting Narrative filed by the Parties describes the scope of the underlying dispute, which concerns alleged violations of Commission laws and rules discovered through a compliance investigation, a description of the Settlement Agreement, an explanation of the Parties' interests and the public interest, and the Parties' proposal of appropriate procedures for review of the Settlement Agreement.
- 16 On March 20, 2017, Staff initiated a compliance investigation, after receiving an informal consumer complaint regarding JFS Transport, into the Company's business practices to determine if the Company was in compliance with Commission rules and Tariff 15-C.
- 17 Staff reviewed documents related to 45 intrastate moves conducted by JFS Transport between February 1, 2017, and April 30, 2017, including bills of lading and customer invoices. Staff's investigation resulted in its discovery of multiple violations of Commission rules and provisions of Tariff 15-C.
- 18 The Supporting Narrative explains the Parties' belief that the Settlement Agreement is in their best interests because it represents a compromise of the positions of the Parties and avoids the expense, inconvenience, uncertainty, and delay inherent in a litigated outcome. It further explains that the public interest is served by concluding the dispute in this case without further expenditure of public resources on litigation expenses.
- 19 The Supporting Narrative explains that the Parties believe a refund to customers totaling \$3,324.50 and a \$15,000 penalty is appropriate in this case, and that the \$10,000 portion of the penalty that is suspended subject to conditions will provide a strong financial incentive for future compliance.
- 20 The Supporting Narrative explains that Staff's primary goal in any enforcement action is compliance. It describes how the Parties have developed and agreed to a compliance plan to further the Company's future compliance with Commission rules and regulations, including the Company's express intent to conform to state laws, regulations, and Tariff 15-C; commitment to attend household good movers training; and, creation of necessary forms that will help ensure future compliance.

⁷ *Id.* at 4, ¶ 13.

21 The Supporting Narrative explains the Parties' concurrence that a formal settlement hearing along with an opportunity for public comment are not necessary in this case. The Parties explain that the matter at issue in this case is considerably less complex than a general rate proceeding and there are no opponents of the settlement to the knowledge of the Parties. Because this matter is uncontested and of a less complex nature, the Parties believe it is appropriate for the Commission to review the proposed Settlement Agreement entirely on a paper record, without a formal settlement hearing and public comment.

DISCUSSION AND DECISION

22 WAC 480-07-740 provides the Commission's procedural rules for consideration of any proposed settlement. For matters that are less complex than general rate cases, less time is required between the filing of a proposed settlement agreement and the effective date imposing any terms and conditions of the settlement.⁸ Additionally, WAC 480-07-740(1)(d) states that "[t]he commission will schedule a hearing to consider a proposed settlement if the commission believes that a hearing will assist it to decide whether to adopt the proposal."

23 The Parties concur with each other that no hearing is necessary in this case due to its less complex nature and because the Settlement Agreement is unopposed. We agree. We do not believe that a hearing to consider the Settlement Agreement would assist in deciding whether to adopt the proposal, and we believe that making a decision in this matter on a paper record is appropriate because this matter is less complex and the Settlement Agreement is unopposed.

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

- Whether any aspect of the proposal is contrary to law.
- Whether any aspect of the proposal offends public policy.

⁸ WAC 480-07-740(1)(b).

- Whether the evidence supports the proposed elements of the Settlement Agreement as a reasonable resolution of the issue(s) at hand.

The Commission must determine one of three possible results:

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

25 We approve the Settlement Agreement without condition.

26 The parties made concessions relative to their respective litigation positions to arrive at a settlement that is in the interest of all parties and in the public interest. JFS Transport admits that it violated state and federal laws and rules. The Company also agrees that the Commission should assess a penalty for those violations and that it will issue refunds to the customers that it overcharged between February 1, 2017, and April 30, 2017. Finally, the Parties have agreed to a compliance plan that will help ensure the Company's future compliance with the Commission's rules and regulations.

27 We agree with the Parties that the public interest is served by this Settlement Agreement, but not only by concluding this matter without further expenditure of public resources on litigation expenses in this case. Additionally, we find that the Settlement Agreement serves the public interest by remitting refunds to those customers of the Company who were overcharged and by educating those customers as to the reason for why such refunds were necessary. This makes these customers whole and helps educate the public about the correct business practices for household goods carriers.

28 We agree with the Parties that a total penalty of \$15,000 is appropriate in this case. Likewise, we agree that a \$10,000 portion of that amount should be suspended, subject to the conditions explained in paragraph 10, above. We find that the payment plan agreed by the Parties for the remaining \$5,000 portion of the penalty is reasonable. According to that plan, the Company will pay this \$5,000 portion in 20 consecutive monthly installments of \$250, each of which is due and payable no later than the first day of each month for 20 months beginning in the first month after the effective date of this Order.

29 Overall, the terms of the Settlement Agreement are not contrary to law or public policy and reasonably resolve all issues in this proceeding. Additionally, evidence supports the proposed elements of the Settlement Agreement as reasonable resolutions of the issues at

hand. Given these factors, we find the Settlement Agreement is consistent with the public interest and should be approved as filed.

FINDINGS AND CONCLUSIONS

- 30 (1) The Commission is an agency of the state of Washington, vested by statute with authority to regulate rates, rules, regulations, and practices of public service companies, including household goods carriers, and has jurisdiction over the parties and subject matter of this proceeding.
- 31 (2) JFS Transport, Inc. d/b/a Coast Movers is a household goods carrier subject to Commission regulation.
- 32 (3) The Settlement Agreement proposed by the Parties is of a less complex matter and is unopposed.
- 33 (4) A hearing is unnecessary in this case to assist the Commission in deciding whether to adopt the Settlement Agreement.
- 34 (5) The Settlement Agreement is not contrary to law or public policy and it reasonably resolves all issues in this proceeding.
- 35 (6) The Settlement Agreement is consistent with the public interest and should be approved as filed.
- 36 (7) The Commission should approve the Settlement Agreement without condition and order the penalty amount, conditions, and other terms as proposed by the Parties in the Settlement Agreement.

ORDER

THE COMMISSION ORDERS:

- 37 (1) The Settlement Agreement is approved without condition, is attached as Exhibit A to, and incorporated into, this Order, and is adopted as the final resolution of all issues in this proceeding.
- 38 (2) The Commission assesses a \$15,000 penalty against JFS Transport, Inc. d/b/a Coast Movers for 241 violations of WAC chapter 480-15 and Tariff 15-C, and

suspends \$10,000 of the total penalty amount for two years from the effective date of this Order, and waives it thereafter, subject to the following conditions:

- JFS Transport, Inc. d/b/a Coast Movers must not incur any repeat violations of state law, Commission orders, rules, or Tariff 15-C during that two-year period; and,
- JFS Transport, Inc. d/b/a Coast Movers must timely pay all monthly installments of the \$5,000 penalty amount, as detailed in paragraph 11, above.

- 39 (3) The Commission approves the Parties' proposed payment plan for the \$5,000 portion of the penalty. JFS Transport, Inc. d/b/a Coast Movers is required to make 20 consecutive monthly installments of \$250, each of which is due and payable no later than the first day of each month, beginning the first month after the effective date of this Order. JFS Transport, Inc. d/b/a Coast Movers may make payments in advance of the due date to discharge its payment obligation. Any prepayment of the penalty amount will be credited to the last date an installment is due. If JFS Transport, Inc. d/b/a Coast Movers fails to pay any installment by the due date, the entire remaining balance of payments, including the entire suspended portion of the penalty amount, will become immediately due and payable without further Commission order.
- 40 (4) JFS Transport, Inc. d/b/a Coast Movers must issue refunds to the customers it overcharged for intrastate moves between February 1, 2017, and April 30, 2017, totaling \$3,324.50, within one month of the effective date of this Order. JFS Transport, Inc. d/b/a Coast Movers is required to issue a notice to affected customers that clearly explains the reasons for the refunds.
- 41 (5) JFS Transport, Inc. d/b/a Coast Movers must create and use for all of its intrastate moves a Bill of Lading, Cube Sheet, Estimate, and an internal Moving Checklist for its employees, and have available a Complaint Form in compliance with Commission rules for customers who wish to file a complaint. The Company must retain its completed checklist along with its copy of signed written Estimate, Bill of Lading, and any other documents related to a move consistent with Commission rules and for no less than the two years from the effective date of this Order.

42 (6) The Commission retains jurisdiction to effectuate the terms of this Order.

DATED at Olympia, Washington, and effective September 24, 2018.

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

ANDREW J. O'CONNELL
Administrative Law Judge

NOTICE TO PARTIES

This is an Initial Order. The action proposed in this Initial Order is not yet effective. If you disagree with this Initial Order and want the Commission to consider your comments, you must take specific action within the time limits outlined below. If you agree with this Initial Order, and you would like the Order to become final before the time limits expire, you may send a letter to the Commission, waiving your right to petition for administrative review.

WAC 480-07-610(7) provides that any party to this proceeding has twenty-one (21) days after the entry of this Initial Order to file a Petition for Review. What must be included in any Petition and other requirements for a Petition are stated in WAC 480-07-610(7)(b). WAC 480-07-610(7)(c) states that any party may file a Response to a Petition for review within seven (7) days after service of the Petition.

WAC 480-07-830 provides that before entry of a Final Order any party may file a Petition to Reopen a contested proceeding to permit receipt of evidence essential to a decision, but unavailable and not reasonably discoverable at the time of hearing, or for other good and sufficient cause. No Answer to a Petition to Reopen will be accepted for filing absent express notice by the Commission calling for such answer.

RCW 80.01.060(3) provides that an Initial Order will become final without further Commission action if no party seeks administrative review of the Initial Order and if the Commission fails to exercise administrative review on its own motion.

Any Petition or Response must be electronically filed through the Commission's web portal as required by WAC 480-07-140(5). Any Petition or Response filed must also be electronically served on each party of record as required by WAC 480-07-140(1)(b).

Exhibit A
Settlement Agreement

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,

Complainant,

v.

JFS TRANSPORT, INC. D/B/A COAST
MOVERS

Respondent.

DOCKET TV-180315

SETTLEMENT AGREEMENT

1 This Settlement Agreement is a full settlement pursuant to WAC 480-07-730
because it is an agreement between all parties that resolves all issues raised in the above
docket.

I. PARTIES

2 The parties to this Settlement Agreement are JFS Transport, Inc. d/b/a Coast Movers
("JFS Transport" or "Company") and the Staff of the Washington Utilities and
Transportation Commission ("Staff") (collectively, the "Parties").

II. AGREED FACTS

3 JFS Transport holds a permit issued by the Washington Utilities and Transportation
Commission ("Commission") for the intrastate transportation of household goods in
Washington State.

4 After receiving a consumer's informal complaint submitted to the Commission on
March 20, 2017, Staff initiated a compliance investigation into the business practices of JFS
Transport to determine if the Company was in compliance with Commission rules and
Household Goods Tariff 15-C. During its investigation, Staff reviewed documents related to

45 intrastate moves conducted by JFS Transport between February 1, 2017, and April 30, 2017. The documents reviewed included bills of lading and customer invoices. Staff's investigation found that the Company violated multiple Commission rules and provisions of Tariff 15-C.

5 On June 20, 2018, the Commission served on JFS Transport a Complaint for Penalties; Notice of Brief Adjudicative Proceeding (the "Complaint"). The Complaint alleged that the Company committed violations of WAC 480-15-490, WAC 480-15-610, WAC 480-15-620, WAC 480-15-630, WAC 480-15-710, WAC 480-15-800, and Tariff 15-C, Items 85, 95, 205, and 230, and sought monetary penalties and customer refunds of improperly-billed charges.

6 Prior to the hearing, the Parties engaged in settlement discussions, which resulted in this Settlement Agreement.

III. AGREEMENT

7 The Parties have reached agreement on the issues raised in the above docket and present their agreement for the Commission's consideration and approval. The Parties, therefore, adopt the following Settlement Agreement, which the Parties enter into voluntarily, to resolve the matters in dispute between them and to expedite the orderly disposition of this proceeding.

8 **Admission of Violations** – JFS Transport admits that it committed 241 violations of WAC 480-15-490, WAC 480-15-610, WAC 480-15-620, WAC 480-15-630, WAC 480-15-710, WAC 480-15-800, and Tariff 15-C, Items 85, 95, 205, and 230, as alleged in the Complaint.

9 **Customer Refunds** – The Parties agree that JFS Transport will issue a refund to the customers it overcharged for intrastate moves between February 1, 2017, and April 30,

2017, as set forth in the Complaint and Staff's Investigation Report—a total refund of \$3,324.50. JFS Transport will issue the refunds within one month of the date in which the Commission issues an order approving this Settlement Agreement. JFS Transport will clearly explain the reasons for the refunds to applicable customers via a notice, which Staff will review and approve prior to when the refunds are issued.

10 **Monetary Penalty** – The Parties agree that the Commission should assess a total penalty in the amount of \$15,000. The Parties agree that JFS Transport will pay to the Commission penalties totaling \$5,000 in 20 consecutive monthly installments of \$250, each of which is due and payable no later than the 1st day of each month for 20 months beginning in the first month after the date in which the Commission issues an order approving this Settlement Agreement. JFS Transport may make payments in advance of these due dates to discharge its payment obligation. Any prepayment of the penalty amount will be credited to the last date an installment is due. However, if the Company fails to pay any installment by the due date, the entire remaining balance of payments, including any suspended portion of the penalty, will become immediately due and payable without further Commission order.

11 The Parties further agree that the remaining \$10,000 penalty amount shall be suspended for, and waived after, two years from the date the Commission issues an order approving this Settlement Agreement, provided that JFS Transport, upon inspection by Staff, incurs no repeat violations of state law, Commission orders, rules, or Tariff 15-C during that two-year period.

12 Commission Staff will conduct a review within two years from the date the Commission approves this Settlement Agreement and will provide to the Commission its recommendation on whether the suspended penalty in paragraph eleven (11) should be waived or imposed.

13

Compliance Plan – The Parties agree that Mr. Sheridan and two other JFS

Transport employees will attend the Commission’s household goods movers training, which they did on August 15, 2018. The Parties also agree that JFS transport will create and use for all intrastate moves a Bill of Lading, Cube Sheet, and Estimate form created from the model forms on the Commission’s website. The Company will also create a Complaint Form in compliance with Commission rules for customers who wish to file a complaint. In addition, the Company will create a Moving Checklist for its internal use to guide its employees through the required steps and paperwork for each move. The Company will retain its completed checklist along with its copy of signed written Estimate, Bill of Lading, and any other documents related to the move consistent with Commission rules and for no less than the two years from the date the Commission approves this Settlement Agreement. The Moving Checklist, Sample Bill of Lading, Sample Cube Sheet, Sample Estimate, and Complaint Form are attached to this Settlement Agreement in Appendix A - E.

IV. GENERAL PROVISIONS

14

The Parties agree that this Settlement Agreement reflects the settlement of all contested issues between them in this proceeding. The Parties understand that this Settlement Agreement is not binding unless and until approved by the Commission.

15

The Parties agree to cooperate in submitting this Settlement Agreement promptly to the Commission for approval. The Parties agree to support adoption of this Settlement Agreement in proceedings before the Commission through testimony or briefing. No party to this Settlement Agreement or their agents, employees, consultants, or attorneys will engage in advocacy contrary to the Commission’s adoption of this Settlement Agreement.

16 Nothing in this Settlement Agreement shall limit or bar any other entity from pursuing legal remedies against JFS Transport or JFS Transport ability to assert defenses to such claims.

17 The Parties have entered into this Settlement Agreement to avoid further expense, inconvenience, uncertainty, and delay of continuing litigation. The Parties recognize that this Settlement Agreement represents a compromise of the Parties' positions. As such, conduct, statements, and documents disclosed during negotiations of this Settlement Agreement shall not be admissible as evidence in this or any other proceeding, except in any proceeding to enforce the terms of this Settlement Agreement or any Commission order fully adopting those terms. This Settlement Agreement shall not be construed against either party because it was a drafter of this Settlement Agreement.

18 The Parties have negotiated this Settlement Agreement as an integrated document to be effective upon execution and Commission approval. This Settlement Agreement supersedes all prior oral and written agreements on issues addressed herein. Accordingly, the Parties recommend that the Commission adopt this Settlement Agreement in its entirety.

19 The Parties may execute this Settlement Agreement in counterparts and as executed shall constitute one agreement. Copies sent by facsimile or electronic mail are as effective as original documents.

20 The Parties shall take all actions necessary, as appropriate, to carry out this Settlement Agreement.

21 In the event that the Commission rejects or modifies any portion of this Settlement Agreement, each party reserves the right to withdraw from this Settlement Agreement by written notice to the other party and the Commission. Written notice must be served within ten (10) business days of the Order rejecting part or all of this Settlement Agreement. In

such event, neither party will be bound or prejudiced by the terms of this Settlement Agreement, and either party shall be entitled to seek reconsideration of the Order.

Respectfully submitted this 14th day of September, 2018.

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

JFS TRANSPORT, INC. D/B/A COAST
MOVERS

ROBERT W. FERGUSON
Attorney General

CHRISTOPHER M. CASEY
Assistant Attorney General
Counsel for the Utilities and
Transportation Commission Staff

JONATHON SHERIDAN
Owner of JFS Transport, Inc. D/B/A Coast
Movers

Dated: _____, 2018

Dated: _____, 2018

KRISTINA SOUTHWELL, WSBA 51097
Gordon Thomas Honeywell, LLP
1201 Pacific Ave. Tacoma, WA
Counsel for JFS Transport, Inc. D/B/A
Coast Movers

Dated: _____, 2018

such event, neither party will be bound or prejudiced by the terms of this Settlement Agreement, and either party shall be entitled to seek reconsideration of the Order.

Respectfully submitted this 14th day of September, 2018.

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

JFS TRANSPORT, INC. D/B/A COAST
MOVERS

ROBERT W. FERGUSON
Attorney General



CHRISTOPHER M. CASEY
Assistant Attorney General
Counsel for the Utilities and
Transportation Commission Staff

Dated: Sept. 12, 2018

JONATHON SHERIDAN
Owner of JFS Transport, Inc. D/B/A Coast
Movers

Dated: _____, 2018

KRISTINA SOUTHWELL, WSBA 51097
Gordon Thomas Honeywell, LLP
1201 Pacific Ave. Tacoma, WA
Counsel for JFS Transport, Inc. D/B/A
Coast Movers

Dated: _____, 2018

such event, neither party will be bound or prejudiced by the terms of this Settlement Agreement, and either party shall be entitled to seek reconsideration of the Order.

Respectfully submitted this 14th day of September, 2018.

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

JFS TRANSPORT, INC. D/B/A COAST
MOVERS

ROBERT W. FERGUSON
Attorney General

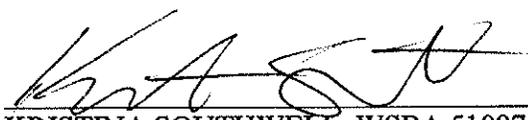
CHRISTOPHER M. CASEY
Assistant Attorney General
Counsel for the Utilities and
Transportation Commission Staff



JONATHON SHERIDAN
Owner of JFS Transport, Inc. D/B/A Coast
Movers

Dated: _____, 2018

Dated: 09-12, 2018



KRISTINA SOUTHWELL, WSBA 51097
Gordon Thomas Honeywell, LLP
1201 Pacific Ave. Tacoma, WA
Counsel for JFS Transport, Inc. D/B/A
Coast Movers

Dated: Sept. 13, 2018



coastmovers.com
 888-546-6820
 14840 Highway 106
 Belfair, WA 98528
 Permit No.HG064232

Customer Name: _____

Moving Checklist for Employees

Employees: Use this checklist to track the progress of the move and make sure each item is performed as required. Initial each item as it is completed. Include the date and time with any notes or comments.

INITIAL CUSTOMER CONTACT		NOTES & COMMENTS
Customer reaches out to Coast Movers for information and receives either a <u>Written Estimate</u> or <u>basic quote</u> :		
WRITTEN ESTIMATE	BASIC QUOTE	
<input type="checkbox"/> Customer submits web inquiry <u>and fills out cube sheet</u>	<input type="checkbox"/> Customer calls for information, but <u>does not</u> fill out cube sheet.	
<input type="checkbox"/> Employee uses the customer completed cube sheet to prepare a written non-binding estimate.	<input type="checkbox"/> Employee can provide the hourly rate and the amount of time he/she believes it will take to perform the move for local moves; or can provide the rate per unit of weight the company charges and the total weight he/she believes a shipment weighs, however this is a quote and does not qualify as an estimate. The Written Estimate will be completed in person by Employee after making a visual inspection on the day of the move.	
<input type="checkbox"/> Employee emails customer confirmation of date and time scheduled for move. Employee will attach to the email: <ul style="list-style-type: none"> o A copy of the written non-binding estimate or basic quote information o PDF copy of the "Consumer Guide to Moving in Washington State" o PDF copy of complaint form 		
<input type="checkbox"/> The week of the move, Employee will call/ email to confirm time and location with customer.		
MOVING DAY		NOTES & COMMENTS
<input type="checkbox"/> Before departing facility, gather paperwork: <ul style="list-style-type: none"> o Two copies of Written Estimate and cube sheet (either previously completed or blank copies to be completed upon arrival) o Two copies of Bill of Lading o Blank supplemental estimate forms 		
<input type="checkbox"/> Depart facility – Note time here.		
<input type="checkbox"/> Arrive at customer's address – Note time here.		
<input type="checkbox"/> Greet customer and perform visual inspection of goods:		

	<ul style="list-style-type: none"> ○ Notify customer of any improperly packed goods and offer to repack or have customer repack ○ Notify customer and make record of any items that are already damaged 	
<input type="checkbox"/>	If customer only received a basic quote and does not already have a Written Estimate, Employee will view the goods and prepare a non-binding Written Estimate at this time.	
<input type="checkbox"/>	<p>VALUATION PROTECTION – Calculate the cost of coverage plans 2 and 3 using the following steps:</p> <ol style="list-style-type: none"> 1. Ask the customer to declare the total value of the shipment. <i>Customer's declared value</i> = _____ 2. Using the cube sheet, multiply the net weight of the shipment by \$5.00 and round the result to the nearest \$100. <i>[net weight] x [\$5.00]</i> = _____ 3. Compare the result above with the customer's declared value and use whichever number is larger for the calculations below. <i>The larger number is</i> _____ 4. Divide the number above by 100 to get _____ 5. Take the number from line 4 above and multiply it by \$1.15 to get the cost of Option 2 – Replacement Cost Coverage with Deductible. \$ _____ 6. Take the number from line 4 above and multiply it by \$1.40 to get the cost of Option 3 – Replacement Cost Coverage with No Deductible. \$ _____ <p>Write the costs for Option 2 and Option 3 on the Bill of Lading and the Written Estimate forms.</p>	
<input type="checkbox"/>	Advise customer on valuation protection options and have them initial their selection (default selection is Option 2).	
<input type="checkbox"/>	<p>Review the rest of the non-binding Written Estimate with the customer:</p> <ul style="list-style-type: none"> ○ Have customer initial acknowledgement that the estimate is <u>non-binding</u> ○ Obtain customer signature 	
<input type="checkbox"/>	Employee reviews and signs Written Estimate – leave one copy with the customer, Employee retains the other.	
<input type="checkbox"/>	<p>Go over Bill of Lading with customer</p> <ul style="list-style-type: none"> ○ Make sure same damage protection option is selected as on Written Estimate ○ Make sure customer initials acknowledgement of <u>non-binding</u> estimate ○ Allow customer to review information on the back of the Bill of Lading ○ Obtain customer signature 	
<input type="checkbox"/>	Employee reviews and signs the Bill of Lading	
<input type="checkbox"/>	Load and transport items	
<input type="checkbox"/>	Unload items	
<input type="checkbox"/>	Record any breaks or interruptions to the nearest 15 min. increment – note on Bill of Lading	
<input type="checkbox"/>	<p>When move is complete:</p> <ul style="list-style-type: none"> ○ Note total charges on Bill of Lading ○ Obtain payment from customer ○ Leave one copy of Bill of Lading with customer, Employee retains the other. 	

AFTER THE MOVE		NOTES & COMMENTS
<input type="checkbox"/>	Return to facility	
<input type="checkbox"/>	File the Employee copy of signed Written Estimate, Bill of Lading, cube sheet, this checklist, and any other documents related to the move. *Documents must be retained for 3 years.	
HANDLING CUSTOMER COMPLAINT		NOTES & COMMENTS
<input type="checkbox"/>	Within 10 days of receiving a complaint, Employee must respond <u>in writing</u> to notify customer: <ul style="list-style-type: none"> • that it has received the complaint • that customer may contact the commission for further review: <ul style="list-style-type: none"> ○ by toll-free number 1-800-562-6150 ○ by mail P.O. Box 47250, Olympia, WA 98504 	
<input type="checkbox"/>	Employee must investigate the complaint or claim and decide to either: <ul style="list-style-type: none"> • pay the claim • refuse the claim • offer to compromise 	
<input type="checkbox"/>	Employee will advise the customer <u>in writing</u> of the resolution of the complaint or claim.	
<input type="checkbox"/>	If complaint is not resolved within <u>90 days</u> , Employee must inform customer <u>in writing</u> of the reason the company failed to resolve the claim or clearly state its final offer or denial and close the claim. The Employee will again advise the customer that it can contact the commission for further review: <ul style="list-style-type: none"> ○ by toll-free number 1-800-562-6150 ○ by mail P.O. Box 47250, Olympia, WA 98504 	



14840 Highway 106
Belfair, WA 98528

888-546-6820
JFSmoving@yahoo.com

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Permit No. HG064232

ESTIMATED COSTS FOR SERVICES

Binding Estimate

Non-Binding Estimate

Origin:			Destination:		
Customer			Contact Person (if different)		
Address			Address of Intermediate Stops		
City/State/Zip			Contact #		
Contact #			PAYMENT The customer and carrier agree that payment, at time of delivery, will be made by customer. List payment types:		
Packing Date	Agreed Pick-up Date	Agreed Delivery Date			

IMPORTANT NOTICE: A nonbinding estimate covers only the articles listed. If it is not binding, the cost of the move may exceed the estimate. If you request additional services to complete the move or add articles to the inventory, the household goods mover must prepare a supplemental estimate which will change the amount of the original estimate. Household goods carriers are required by law to collect transportation and other incidental charges. A household goods carrier may not charge more than twenty-five percent above its written non-binding estimate unless the household goods carrier prepares and you sign a supplemental estimate.

The carrier gave me a copy of the brochure
"Consumer Guide Moving in Washington State."

SIGNATURE OF CUSTOMER

LOSS AND DAMAGE PROTECTION (Valuation): The customer must select and initial only one option.

Basic value protection I release this shipment to a value of 60 cents per pound per article, at no cost to me. This means I will be paid 60 cents per pound for the net weight of the lost or damaged item, regardless of the actual value of the item.

Replacement Cost Coverage with deductible which includes a \$300 deductible paid by me. This option will cost \$_____. The value I declare must be at least \$5.00 times the net weight of the shipment.

Replacement Cost Coverage with no deductible at a cost of \$_____. The value I declare must be at least \$5.00 times the net weight of the shipment.

I declare a total lump sum value for this shipment at \$_____.

Estimate:

_____ This shipment is moving under a binding estimate. This means the shipment is moving under a guaranteed price. The carrier will not charge more than the estimated charges without preparing a supplemental estimate.

_____ This shipment is moving under a non-binding estimate. If the charges shown on the bill of lading exceed the charges on this estimate, the carrier must release the shipment upon payment of no more than 110% of the estimated charges and will extend credit for at least 30 days at which time the remainder is due. In no case will I be required to pay more than 125% of the estimate, plus any supplemental. (The 125% does not include any finance-related charges the carrier may assess for extending credit, such as interest or late payment fees.)

DESCRIPTION	CONTAINERS			PACKING		
	QUAN	RATE	AMOUNT	QUAN	RATE	AMOUNT
Dish packs						
Boxes						
Cartons less than 3 cu. ft.						
3 cu. ft.						
4 1/2 cu. ft.						
6 cu. ft.						
Wardrobe cartons						
Mattress cartons/cover crib						
Mattress cartons/cover twin						
Mattress cartons/cover double						
Mattress cartons/cover queen						
Mattress cartons/cover king						
Mirror cartons						
Lamp cartons						
Plasma TV carton						
Crates and containers						
Total						

Estimated Costs of Services

Estimated Charges

HOURLY RATED SHIPMENTS (55 miles or less)

_____ Hours for _____ van(s) and _____ men @ _____ per hour \$_____

OVERTIME _____ personnel _____ hours @ \$_____ per hour \$_____

MILEAGE RATED SHIPMENTS (56 miles or more)

_____ Miles _____ pounds @ _____ per pound \$_____

VALUATION CHARGES (choose one)

60 cents per pound per article _____ \$ **No Charge**

Replacement cost, with \$300 deductible \$_____ at _____ per \$100 declared value \$_____

Replacement cost, with no deductible \$_____ at _____ per \$100 declared value \$_____

STORAGE _____ pounds @ \$_____ per 100 \$_____

pounds, for each 30 days or fraction

Warehouse handling _____ pounds @ \$_____ per 100 \$_____

pounds

Valuations \$_____ @ _____ per \$100 declared value \$_____

OTHER SERVICES & CHARGES

_____ \$_____

_____ \$_____

_____ \$_____

Subtotal \$_____

CREDIT CARD PROCESSING FEE The carrier may charge the actual permissible credit card processing fee assessed on the carrier by the credit card company, up to 2.5 percent. This fee does not apply to debit cards or any other non-credit card transaction.

Name of credit card company _____ processing fee _____ percent. This fee cannot be charged after December 31, 2019. \$_____

TOTAL CHARGES \$_____

REMARKS

Signature of Carrier Representative

Date

Signature of Customer

Date

CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING

The following terms and conditions apply to all services performed by the carrier under this contract. This contract is also subject to all rules, rates, and charges in the current tariff published by, or on file with, the Washington Utilities and Transportation Commission:

SECTION 1. (A) **THE CARRIER IS LIABLE** for physical loss of, or damage to, any article from external cause while being packed, unpacked, loaded, unloaded, carried, or held in Storage-in-Transit, including breakage, if the articles are packed by the carrier and/or if the breakage results from negligence of the carrier. The carrier is liable directly to the customer for loss and damage, regardless of any cargo insurance policies the carrier may have. The carrier's liability is subject to the limitations of liability described in Section 2.

Customers may include the following items in a shipment however, the carrier is not responsible for the condition or safe delivery of:

- Coins, currency, deeds, notes, postage stamps, letters, drafts or valuable papers of any kind.
- Jewelry, precious stones, or precious metals.
- Items of extraordinary value.
- Items requiring temperature control.
- Household pets.
- Live Plants.
- Perishable items.
- Furniture or other items made of pressboard, particle board or similar pressed material.

(B) **THE CARRIER IS NOT LIABLE** for the loss of or damage to any article from external cause while being carried or held in Storage-in-Transit, due to the following circumstances:

- a. Breakage, when items are packed by the customer or the customer's representative unless it can be proved that the breakage resulted from negligence by the mover in handling the articles.
- b. Internal damage to electronics (radios, stereos, VHS players, CD/DVD players, televisions, computers, printers, scanners, etc.) when no visible damage to the external packaging or contents exists or if the item was packed by the customer or the customer's representative.
- c. Loss or damage from insects, moths, vermin, mold, fungus or bacteria within the customer's belongings or that develop therein due to conditions present before the carrier picks up the customer's belongings.
- d. Loss or damage because the item was in an obvious state of disrepair at the time of shipment, provided that the carrier noted the disrepair on the inventory.
- e. An act, omission, or order of the customer, or loss or damage resulting from the customer's inclusion in the shipment of such articles as explosives, dangerous articles or dangerous goods.
- f. Defective design of an article, including susceptibility to damage because of atmospheric conditions such as temperature or humidity changes.
- g. Hostile or warlike action or use of any weapon of war (in time of peace or war), terrorism, insurrection, rebellion, revolution, civil war, usurped power, and action taken in hindering, combating, or defending against such occurrences: a) by any government or sovereign power, or by authority maintaining or using military forces; b) by military forces; or, c) by an agent of such government, power, authority or forces.
- h. Seizure, confiscation or destruction under quarantine by order of any government or public authority.
- i. Strikes, lockouts, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrence or disorder.
- j. Acts of God.

Carriers will not accept the following items for shipment:

1. Explosives.
2. Dangerous goods.
3. Property liable to damage carrier equipment or other property.

The customer assumes all liability for goods he/she leaves unattended before pickup by the carrier. The customer also assumes all liability for goods when the customer directs the carrier, in writing, to unload or deliver property at a location that will be unattended.

SECTION 2. The carrier's maximum liability shall be determined based on the valuation option selected by the customer on the face of this contract.

- (A) If the customer selected **Basic Value Protection**, the carrier's maximum liability shall be the actual loss or damage not exceeding \$0.60 per pound of weight of any lost or damaged article(s).
- (B) If the customer selected **Replacement Cost Coverage with Deductible**, the carrier's maximum liability shall be the amount of the actual loss or damage less a \$300 deductible not exceeding \$5.00 times the net weight of the shipment, or the lump sum declared value, whichever is greater. **This option is the option that will apply if the customer fails to indicate a choice on the face of this contract and the customer will be liable for charges applying to this option.**
- (C) If the customer selected **Replacement Cost Coverage**, the carrier's maximum liability shall be the amount of the actual loss or damage not exceeding \$5.00 times the net weight of the shipment, or the lump sum declared value, whichever is greater.

The customer is responsible for any additional insurance the customer wishes to purchase.

SECTION 3. Unless specific arrangements have been authorized by this contract, the carrier is not required to transport the customer's goods by any particular schedule, means, or vehicle and is not liable for delays resulting from causes other than negligence of the carrier. Further, in case of unforeseen circumstances which prevent the carrier from completing delivery, the carrier has the right to forward the customer's property by another carrier.

SECTION 4. (A) The customer must pay all legal charges. (B) If the carrier is required to refer this contract for collection of charges due to an attorney, shipper agrees to pay reasonable attorney fees and collection costs. (C) If this contract is referred to a court for resolution, the losing party shall be responsible for payment of the other party's reasonable attorney fees and court costs. (D) The customer shall be responsible to indemnify the carrier against any loss or damage caused by inclusion in the shipment of explosives, dangerous articles, or dangerous goods.

SECTION 5.

- (A) A carrier may place a shipment into storage at the public warehouse nearest the point of destination if the carrier is unable to make a delivery because:
 1. The carrier was unable to locate a customer at the address given on the bill of lading or the correct address if known by the carrier.
 2. The customer refused or was unable to accept delivery.
 3. The customer (for a shipment moving on a non-binding estimate) was unable or refused to pay up to 110 percent of the amount of the original estimate plus supplements, if any.
- (B) The carrier's liability as a common carrier ends with delivery to the public warehouse. The shipment becomes subject to the warehouse's liability, terms, and conditions.
- (C) The carrier must notify the customer by every means of contact the carrier has for the customer, including telephone, e-mail, and fax, and the carrier must mail or deliver a written notice to the destination address advising that it was unable to make delivery and advising the customer of the name, address, e-mail address, if applicable, and telephone number of the warehouse where the shipment is stored.
- (D) If the customer does not receive or claim the shipment within 30 days after the carrier mailed or delivered the written notice required in Item 40(3), the shipment becomes subject to disposition by the carrier in accordance with the Washington State Uniform Commercial Code, Chapter 62A.7 RCW.

SECTION 6. To receive compensation for a claim for loss, damage, overcharge, injury or delay, the customer must file a written claim with the carrier within nine months after delivery. In the case of failure to make delivery, the claim must be filed within nine months after a reasonable time for delivery has elapsed. Claims must contain sufficient information to identify the property involved. A copy of the original paid transportation bill, bill of lading contract or shipping receipt must accompany the written claim.



14840 Highway 106
Belfair, WA 98528

888-546-6820
JFSmoving@yahoo.com

Coastmovers.com
Permit No. HG064232

Customer Claim Form

Coast Movers values its customers and strives to provide the best service. However, problems sometimes occur. If you were not satisfied with Coast Movers' service, you may file a complaint or claim using this form.

All proper charges for the move must be paid prior to filing a claim for loss or damage. Claims for loss or damage must be filed within 9 months of the actual delivery date.

Customer Name: _____ Date of Move: _____

This is a claim for a: Lost item Damaged item Other

Please use the space below to describe your claim or complaint. You must include sufficient information to identify the property involved. You may attach photos.

If making a claim for lost or damaged property, you must attach a copy of your bill of lading to this form.

Completed forms may be emailed to JFSa_cj_lb@yahoo.com or mailed to Coast Movers at 14840 Highway 106, Belfair, WA 98528. If you require assistance, call Coast Movers at 888-546-6820.

ATTACHMENT B

Service Date: March 2, 2020

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,

Complainant,

v.

A-1 PIANO SALES & RENTALS, INC.;
ALAKSA COAST TRANSPORT, INC.;
AMERICAN MOVING CO., INC.;
ARAYS MOVING SERVICE LLC;
BACKBREAKERS NW, LLC;
CALLBOX STORAGE LLC; FIVE
STARS DELIVERY LLC; FRIENDS &
FAMILY MOVING & STORAGE LLC;
JFS TRANSPORT, INC.; JOHN
VOLKEN ACADEMY; JOHNSON’S
MOVING LLC; ALBERTO MORENO
MENDOZA; JASON M. NELSON;
PACIFIC KING RELOCATION &
LOGISTICS SYSTEMS LLC; PNW
MOVING AND DELIVERY LLC;
PROPERTY PROS EXTERIOR
SOLUTIONS LLC; REDEFYNE
MOVING LLC; STANLEY G.
ALEXANDER, INC.; and WE LIKE TO
MOVE IT, MOVE IT!! LLC,

Respondents.

DOCKET TV-191046

ORDER 01

INITIAL ORDER GRANTING
REQUEST TO DISMISS
COMPLAINT AGAINST 12
COMPANIES; GRANTING
REQUEST TO FIND REMAINING
COMPANIES IN DEFAULT AND
CANCEL PERMITS FOR FAILURE
TO FILE ANNUAL REPORTS AND
PAY REGULATORY FEES

BACKGROUND

1 On January 21, 2020, the Washington Utilities and Transportation Commission (Commission) entered a complaint against A-1 Piano Sales & Rentals, Inc., (A-1 Piano), Alaska Coast Transport, Inc., (Alaska Coast), American Moving Co., Inc., (American

**Pursuant to RCW 80.01.060(3)
This packet is the final
Order in this docket.**

Moving), Arays Moving Service, LLC, (Arays Moving), Backbreakers NW, LLC, (Backbreakers), Callbox Storage LLC (Callbox), Five Stars Delivery LLC (Five Stars), Friends & Family Moving & Storage, Inc., (Friends & Family), JFS Transport, Inc., (JFS), John Volken Academy (Volken), Johnson's Moving LLC (Johnson's Moving), Alberto Moreno Mendoza (Mendoza), Jason M. Nelson (Nelson), Pacific King Relocation & Logistics Systems LLC (Pacific), PNW Moving and Deliver LLC (PNW), Property Pros Exterior Solutions (Property Pros), Redefyne Moving, LLC (Redefyne), Stanley G. Alexander, Inc., (Alexander), and We Like to Move It, Move It!! LLC (We Like to Move It). The complaint alleges that each company failed to file required annual reports for 2019 and also failed to pay required regulatory fees. The Commission set this matter for hearing and notified all respondents that any party that failed to attend or participate in the hearing may be held in default.

- 2 The complaint was heard on February 27, 2020, in Lacey, Washington before Administrative Law Judges Samantha Doyle and Rayne Pearson. Jeff Roberson, Assistant Attorney General, Olympia, Washington represents Commission staff (Staff).¹ During the hearing, Staff presented the testimony of Rachel Stark, Regulatory Analyst. None of the household goods carriers named in the complaint appeared at the hearing or presented testimony.

DISCUSSION AND DECISION

- 3 **Applicable Law.** Every public service company operating in Washington is required to file an annual report that sets forth the company's operations during the preceding year.² Every common carrier must also pay a regulatory fee of no more than one quarter of one percent of its gross income from intrastate operations for the previous calendar year on or before the date specified by the Commission.³ Commission rules require all permitted household goods carriers to file annual reports and pay regulatory fees by May 1.⁴ The Commission may cancel a household goods carrier permit for good cause, which

¹ In formal proceedings, such as this, the Commission's regulatory staff participates like any other party, while the Commissioners make the decision. To assure fairness, the Commissioners, the presiding administrative law judge, and the Commissioners' policy and accounting advisors do not discuss the merits of this proceeding with the regulatory staff, or any other party, without giving notice and opportunity for all parties to participate. *See* RCW 34.05.455.

² RCW 81.04.080.

³ RCW 81.80.321.

⁴ WAC 480-15-480.

includes, but is not limited to, the failure to file an annual report or pay regulatory fees.⁵ Any party who fails to attend or participate in a hearing scheduled by the Commission may be held in default.⁶

4 **Motion to Dismiss.** At the hearing, Staff moved to dismiss the complaint against 8 companies named in the complaint because each of those companies filed its annual report and paid its regulatory fee, as follows:

- Alaska Coast filed its annual report on January 22 and paid its regulatory fee on January 27, 2020.
- American Moving filed its annual report on February 6 and paid its regulatory fee on February 25, 2020.
- Backbreakers filed its annual report on February 3 and paid its regulatory fee on February 4, 2020.
- Callbox filed its annual report and paid its regulatory fee on February 4, 2020.
- Five Stars filed its annual report on January 24 and paid its regulatory fee on January 27, 2020.
- Friends & Family filed its annual report and paid its regulatory fee on February 27, 2020.
- PNW filed its annual report and paid its regulatory fee on February 24, 2020.
- Alexander filed its annual report and paid its regulatory fee on January 27, 2020.

In addition, A-1 Piano's, Arays Moving's, Nelson's, and Pacific's household goods permits were cancelled for failure to provide proof of insurance prior to the hearing.⁷ The motion to dismiss the complaint against these 12 companies was granted.

5 **Default.** Staff moved that the 7 companies be held in default for failing to appear at the hearing. The record reflects that each company was sent notice of the hearing by certified and first class mail at its address of record, and by email at its email address of record, and failed to appear or otherwise respond to the complaint.⁸ Therefore, the motion for

⁵ WAC 480-15-450.

⁶ RCW 34.05.440; WAC 480-07-450.

⁷ *A-1 Piano* Docket TV-200031; *Arays Moving* Docket TV-200034; *Nelson* Docket TV-200060; *Pacific* Docket TV-191039.

⁸ Pursuant to WAC 480-07-150(4), the Commission may serve documents electronically except where proof of service is required by law. The Commission's Final Order adopting changes to WAC 480-07 accepted Staff's position that electronic service is acceptable for commencing adjudicative proceedings against regulated companies. *See* General Order 588 – Final Adoption

default against each of these 7 companies was granted. Even so, Staff requested that the Commission hear and dispose of the substantive issues brought in the complaint against JFS, Volken, Johnson's Moving, Mendoza, Property Pros, Redefyne, and We Like To Move It.

6 **Complaint.** Ms. Stark testified that she reviews the Commission's Annual Report Tracking System (ARTS) to obtain a list of all companies that are delinquent in filing their annual reports or paying their regulatory fees. Ms. Stark reviewed ARTS data for each company named in the complaint as late as the morning of the hearing on February 27, 2020.

7 JFS holds authority to transport household goods in the state of Washington for compensation. As such, JFS is required to submit an annual report to the Commission and pay regulatory fees. A review of the Commission's files and records shows that JFS failed to file its annual report for 2019 and failed to pay regulatory fees. Moreover, JFS failed to appear at the time and place scheduled for hearing in this matter and is in default. Accordingly, JFS's household goods carrier permit should be canceled.

8 Volken holds authority to transport household goods in the state of Washington for compensation. As such, Volken is required to submit an annual report to the Commission and pay regulatory fees. A review of the Commission's files and records shows that Volken failed to file its annual report for 2019 and failed to pay regulatory fees. Moreover, Volken failed to appear at the time and place scheduled for hearing in this matter and is in default. Accordingly, Volken's household goods carrier permit should be canceled.

9 Johnson's Moving holds authority to transport household goods in the state of Washington for compensation. As such, Johnson's Moving is required to submit an annual report to the Commission and pay regulatory fees. A review of the Commission's files and records shows that Johnson's Moving failed to file its annual report for 2019 and failed to pay regulatory fees. Moreover, Johnson's Moving failed to appear at the time and place scheduled for hearing in this matter and is in default. Accordingly, Johnson's Moving's household goods carrier permit should be canceled.

10 Mendoza holds authority to transport household goods in the state of Washington for compensation. As such, Mendoza is required to submit an annual report to the Commission and pay regulatory fees. A review of the Commission's files and records

Order – WSR 17-06-051, Docket A-130355 ¶16 and Appendix A (March 2, 2017). Accordingly, the companies were properly served by electronic mail.

shows that Mendoza failed to file its annual report for 2019 and failed to pay regulatory fees. Moreover, Mendoza failed to appear at the time and place scheduled for hearing in this matter and is in default. Accordingly, Mendoza's household goods carrier permit should be canceled.

- 11 Property Pros holds authority to transport household goods in the state of Washington for compensation. As such, Property Pros is required to submit an annual report to the Commission and pay regulatory fees. A review of the Commission's files and records shows that Property Pros failed to file its annual report for 2019 and failed to pay regulatory fees. Moreover, Property Pros failed to appear at the time and place scheduled for hearing in this matter and is in default. Accordingly, Property Pros' household goods carrier permit should be canceled.
- 12 Redefyne holds authority to transport household goods in the state of Washington for compensation. As such, Redefyne is required to submit an annual report to the Commission and pay regulatory fees. A review of the Commission's files and records shows that Redefyne failed to file its annual report for 2019 and failed to pay regulatory fees. Moreover, Redefyne failed to appear at the time and place scheduled for hearing in this matter and is in default. Accordingly, Redefyne's household goods carrier permit should be canceled.
- 13 We Like to Move It holds authority to transport household goods in the state of Washington for compensation. As such, We Like to Move It is required to submit an annual report to the Commission and pay regulatory fees. A review of the Commission's files and records shows that We Like to Move It failed to file its annual report for 2019 and failed to pay regulatory fees. Moreover, We Like to Move It failed to appear at the time and place scheduled for hearing in this matter and is in default. Accordingly, We Like to Move Its household goods carrier permit should be canceled.

FINDINGS AND CONCLUSIONS

- 14 (1) The Commission is an agency of the State of Washington, vested by statute with authority to regulate rates, rules, regulations, practices, and accounts of public service companies, including common carriers such as household goods carriers.
- 15 (2) A-1 Piano, Alaska Coast, American Moving, Arays Moving, Backbreakers, Callbox, Five Stars, Friends & Family, JFS, Volken, Johnson's Moving, Mendoza, Nelson, Pacific, PNW, Property Pros, Redefyne, Alexander and, We

Like to Move It are each a “public service company,” “common carrier,” and “household goods carrier” as those terms are defined and used in RCW Title 81.

- 16 (3) On January 21, 2020, the Commission entered a complaint and notice of hearing. The complaint against each of the above-named household goods carriers sought cancellation of the company’s permit for failure to submit an annual report and pay regulatory fees. The notice of hearing scheduled a hearing to convene on February 27, 2020, in Lacey, Washington. Each of the above-named household goods carriers was properly served and notified of the hearing.
- 17 (4) Subsequent to the entry of the complaint, Alaska Coast, American Moving, Backbreakers, Callbox, Five Stars, Friends & Family, PNW and, Alexander each filed its annual report and paid its regulatory fee. Accordingly, the complaint against Alaska Coast, American Moving, Backbreakers, Callbox, Five Stars, Friends & Family, PNW and, Alexander should be dismissed.
- 18 (5) Subsequent to the entry of the complaint, A-1 Piano’s, Arays Moving’s, Nelson’s, and Pacific’s household goods permits were cancelled for failure to provide proof of insurance. Accordingly, the complaint against A-1 Piano, Arays Moving, Nelson, and Pacific should be dismissed.
- 19 (6) The failure of JFS, Volken, Johnson’s Moving, Mendoza, Property Pros, Redefyne, and We Like To Move It to file their annual reports for 2019 and pay regulatory fees constitutes good cause to cancel their household goods carrier permit to operate in Washington.
- 20 (7) JFS, Volken, Johnson’s Moving, Mendoza, Property Pros, Redefyne, and We Like To Move It are in default for failure to appear at the February 27, 2020, hearing in this matter.

ORDER

THE COMMISSION ORDERS THAT:

- 21 (1) The complaint against A-1 Piano Sales & Rentals, Inc., Alaska Coast Transport, Inc., American Moving Co., Inc., Arays Moving Service LLC, Backbreakers NW LLC, Callbox Storage LLC, Five Stars Delivery LLC, Friends & Family Moving & Storage, Inc., Jason M. Nelson, Pacific King Relocation & Logistics Systems LLC, PNW Moving and Delivery LLC, and Stanley G. Alexander, Inc., is dismissed.

- 22 (2) JFS Transport, Inc., John Volken Academy, Johnson's Moving LLC, Alberto Moreno Mendoza, Property Pros Exterior Solutions LLC, Redefyne Moving LLC, and We Like To Move It, Move It!! LLC are in default.
- 23 (3) The household goods carrier permits held by JFS Transport, Inc., John Volken Academy, Johnson's Moving LLC, Alberto Moreno Mendoza, Property Pros Exterior Solutions LLC, Redefyne Moving LLC, and We Like To Move It, Move It!! LLC are canceled for failure to file annual reports for 2019 and pay regulatory fees.

DATED at Lacey, Washington, and effective March 2, 2020.

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

/s/ Samantha Doyle
SAMANTHA DOYLE
Administrative Law Judge

NOTICE TO PARTIES

This is an Initial Order. The action proposed in this Initial Order is not yet effective. If you disagree with this Initial Order and want the Commission to consider your comments, you must take specific action within the time limits outlined below. If you agree with this Initial Order, and you would like the Order to become final before the time limits expire, you may send a letter to the Commission, waiving your right to petition for administrative review.

WAC 480-07-450(2) states that a party held in default has 10 days after service of a default order to file a written motion requesting the order be vacated and the proceeding reopened for further process. The party held in default must state the grounds relied upon, including its reasons for failing to appear.

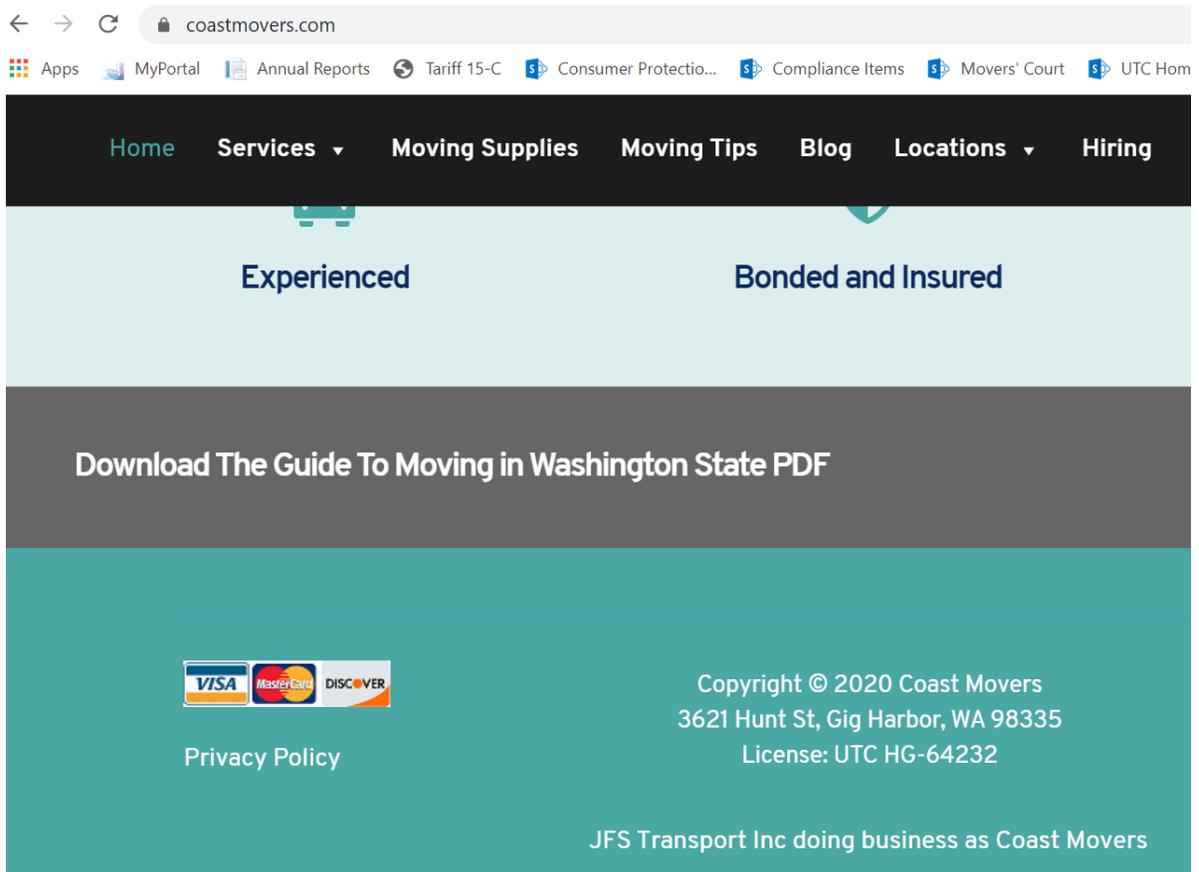
WAC 480-07-610(7) provides that any party to this proceeding has 21 days after service of this initial order to file a petition for administrative review (Petition). Section (7)(b) of the rule identifies what you must include in any Petition as well as other requirements for a Petition. WAC 480-07-610(7)(c) states that any party may file a response to a Petition within 7 days after service of the Petition.

WAC 480-07-830 provides that before the Commission enters a final order any party may file a petition to reopen a contested proceeding to permit receipt of evidence that is essential to a decision, but unavailable and not reasonably discoverable at the time of hearing, or for other good and sufficient cause. The Commission will give other parties in the proceeding an opportunity to respond to a motion to reopen the record, unless the Commission determines that it can rule on the motion without hearing from the other parties.

WAC 480-07-610(9) provides that an Initial Order will become final without further Commission action if no party seeks administrative review of the Initial Order and if the Commission does not exercise administrative review on its own motion.

Any Petition or response must be electronically filed through the Commission's web portal as required by WAC 480-07-140(5).

ATTACHMENT C



Screenshot of JFS Transport web page – captured Oct. 20, 2020.

ATTACHMENT D

10/30/2020

Gmail - JFS Transport



Ashley Brown <ashybrown84@gmail.com>

JFS Transport

1 message

JFS Transport <coastmovers@yahoo.com>

Sat, Oct 24, 2020 at 4:31 PM

Reply-To: JFS Transport <coastmovers@yahoo.com>

To: "ashybrown84@gmail.com" <ashybrown84@gmail.com>

Good Afternoon Ashleigh,

Here is the information regarding your move quote with us for the last week of October 2020. We still

have a few appointments left at the end of the month.

\$185/hr- Labor for 3 man crew (3 Hour minimum) (**\$175/hr after discount**)

Transportation Fee \$395 (**\$295 After discount**)

Add 30-60 Min of additional travel time depending on actual addresses

I can discount your move over \$150 if you book by Monday 10/26 6 PM.

We look forward to helping you with your move!

Thank you,
Jason

JFS Transport
(888)546-6820