

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,

Complainant,

v.

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

Respondent.

DOCKETS TV-180315 and
TV-200861 (*Consolidated*)

SETTLEMENT AGREEMENT

In the Matter of Determining the Proper
Carrier Classification of, and Complaint
for Penalties Against:

JFS Transport, Inc. d/b/a Coast Movers

I. INTRODUCTION

1 The regulatory staff (Staff) of the Washington Utilities and Transportation Commission (Commission) and JFS Transport, Inc. d/b/a Coast Movers (JFS), through their authorized representatives, enter into the following settlement agreement (Settlement) to resolve the issues raised in Dockets TV-180315 and TV-200861.

2 This Settlement is a “full settlement” as that term is defined in WAC 480-07-730(3)(a) because it resolves all issues among all parties to this docket. It is subject to review and disposition by the Commission to determine whether it complies with the applicable legal requirements and whether its approval is consistent with the public interest.¹

¹ WAC 480-07-740, -750.

II. BACKGROUND

3 In September 2018, the Commission entered Order 02 in Docket TV-180315 (Order
02) to approve a settlement that resolved Staff’s complaint against JFS for various violations
of the public service laws. Those included violations of WAC 480-15-490 and Tariff 15-C
based on JFS improperly charging customers separately for operational expenses already
incorporated into the household goods carrier tariff and failing to provide complete or
accurate bills of lading.²

4 When approving the settlement, the Commission imposed a \$15,000 penalty, but it
suspended a \$10,000 portion of that penalty subject to JFS avoiding repeat violations for a
period of two years.

5 On March 2, 2020, the Commission canceled JFS’s household goods carrier permit
when the company did not file the required annual report.³ Accordingly, after that date, JFS
lacked authority to engage in business as a household goods carrier.

6 In the spring and summer of 2020, Consumer Protection Staff reviewed JFS’s
compliance with the terms of the settlement adopted by the Commission in Order 02. While
reviewing records provided by JFS, Staff discovered that JFS continued to charge customers
operational fees already incorporated into Tariff 15-C, and also continued to provide
customers with incomplete or improperly filled out bills of lading.

7 During its review, Staff also discovered that the Commission had canceled JFS’s
household goods carrier permit in March 2020, and that JFS had continued to operate by

² See generally *Wash. Utils. & Transp. Comm’n v. JFS Transport, Inc. d/b/a Coast Movers*, Docket TV-180315, Order 02 (Sept. 24, 2018).

³ *Wash. Utils. & Transp. Comm’n v. A-1 Piano Moving et al.*, Docket TV-191046, Order 01, at 4 ¶ 7, 6 ¶¶ 19-20, 7 ¶¶ 22-23 (Mar. 2, 2020).

advertising to transport household goods by motor vehicle for compensation and by offering to do so.

8 Staff filed in Docket TV-200861 a complaint for penalties based on JFS's unpermitted operations, and in Docket TV-180315 a motion to impose the penalty suspended by the Commission in Order 02.

III. TERMS OF AGREEMENT

9 The parties have reached an agreement on the issues raised in Dockets TV-180315 and TV-200861, and present this Settlement for the Commission's consideration and approval. The parties therefore adopt the following Settlement, which the parties enter into voluntarily, to resolve the matters in dispute between them and to expedite the orderly disposition of this proceeding:

- Penalty in Docket TV-180315 – The Parties agree to lifting the suspension of a \$5,000 portion of the penalty suspended in Docket TV-180315. This amount will be due and owing upon the Commission's approval of the Settlement. The Parties further agree that the remaining \$5,000 of the penalty suspended in Docket TV-180315 will remain suspended for another two years beginning on the date the Settlement is approved. The Parties agree to the waiver of the remaining \$5,000 suspended penalty after those two years if JFS does not commit repeat violations during the suspension period.
- Penalty in Docket TV-200861 – The Parties agree to the imposition of a total penalty of \$20,000 on JFS for the violations alleged in Staff's complaint in Docket TV-200861. The Parties agree that \$1,000 of the penalty will be due and owing upon the Commission's approval of the Settlement. The Parties further agree that the remaining \$19,000 portion of the penalty will be suspended for a

period of two years, beginning on the date the Settlement is approved, with the suspended portion of the penalty waived thereafter if JFS does not commit repeat violations during the suspension period.

- Payment Plan – The Parties agree that JFS should be allowed to pay the penalty on a payment plan. The Parties agree that JFS will pay the \$6,000 balance immediately due and owing as a result of the Settlement over 30 months with monthly payments of \$200.

IV. GENERAL PROVISIONS

10 Public interest: The parties submit that this Settlement promotes the public interest, and that it is appropriate for the Commission’s acceptance without conditions under WAC 480-07-750(2)(a).

11 Effective date: This Settlement is effective on the service date of a final Commission order approving it, or on the date that an initial order approving it becomes a final order pursuant to WAC 480-07-825(7), whichever occurs first.

12 Advocacy: The parties agree to cooperate in submitting this Settlement promptly to the Commission for acceptance. The parties agree to support adoption of this Settlement in proceedings before the Commission. No party to this Settlement or its agents, employees, consultants, or attorneys will engage in advocacy contrary to the Commission’s adoption of this Settlement.

13 Construction: This Settlement shall not be construed against any party solely because that party was a drafter of the Settlement.

14 Other proceedings: This Settlement shall have no precedential or preclusive effect in other proceedings except in a proceeding to enforce its terms. In the event this Settlement does not become effective, this Settlement shall be null and void, with no binding effect on

the settling parties and with no precedential or preclusive effect on the parties regarding the continued litigation in Dockets TV-180315 and Dockets TV-200861. In the event that the Commission rejects all or any portion of this Settlement, or accepts the Settlement upon conditions not proposed in this Settlement, each party reserves the right to withdraw from this Settlement by written notice to the other party and the Commission. Written notice must be served within 10 business days of service of the order rejecting part or all of this Settlement or imposing conditions not proposed in this Settlement. In such event, no party will be bound or prejudiced by the terms of this Settlement, and the parties agree to cooperate in developing a procedural schedule.

15 Settlement discussions: The parties have entered into this Settlement to avoid further expense, inconvenience, uncertainty, and delay. As such, conduct, statements, and documents disclosed during negotiations of this Settlement shall not be admissible as evidence in this or any other proceeding, except in any proceeding to enforce the terms of this Settlement or any Commission order fully adopting those terms.

16 Final agreement: The parties have negotiated this Settlement as an integrated document to be effective upon execution. This Settlement supersedes all prior oral and written agreements on issues addressed herein.

17 Counterparts: The parties may execute this Settlement in counterparts and as executed shall constitute one agreement. A signed signature page sent by facsimile or email is as effective as an original document.

18 Authorized representatives: Each person signing this Settlement warrants that he or she has authority to bind the party that he or she represents.

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DATED this 6th day of April 2021.

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

/s/ Jonathon Sheridan

Jonathon Sheridan
Governing Person
P.O. Box 190
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WASHINGTON UTILITIES AND
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DATED this 7th day of April 2021.

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

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