

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

Metropolitan Movers, Inc. d/b/a The Family
Movers, Request for Mitigation of Penalty
Assessment

DOCKET TV-120113

SETTLEMENT AGREEMENT

1 This Settlement Agreement (Settlement or Agreement) is entered into by the parties
to this proceeding for the purpose of resolving all issues in the above docket.

I. PARTIES

2 The parties to this Agreement are Metropolitan Movers, Inc. d/b/a The Family
Movers (“Metropolitan Movers”) and Staff of the Washington Utilities and Transportation
Commission (“Commission Staff”) (collectively, “the Parties”).

II. BACKGROUND

3 On April 4, 2012, the Washington Utilities and Transportation Commission
(Commission) issued and served upon Metropolitan Movers, Inc. d/b/a The Family Movers
(Metropolitan Movers) a penalty assessment in the amount of \$2600 in connection with 26
violations of WAC 480-15. On April 19, 2012, Metropolitan Movers filed with the
Commission a request for a hearing in which it admits the violations for which the penalties
were assessed, but asked that the penalty amount be reduced. The Commission set the
matter for a brief adjudicative proceeding scheduled for May 31, 2012, at 1:30 p.m. at its
offices in Olympia, Washington. The Commission also required that Metropolitan Movers
provide a statement in support of its request for mitigation prior to the hearing.

4 On May 23, 2012, Commission Staff (Staff) notified the Commission that the parties
had reached an agreement in this matter. Staff requested on behalf of all parties that the
procedural schedule in this matter be suspended pending a decision on whether to approve
the parties’ settlement. On May 24, 2012, the Commission suspended the procedural
schedule pending a decision on the settlement.

III. AGREEMENT

5 The Parties have reached agreement on the issues in this docket and wish to present
their agreement for the Commission’s consideration and approval. The Parties therefore
adopt the following Agreement, which the Parties enter into voluntarily, to resolve all
matters in dispute between them or that could arise between them from the issues presented
in this proceeding, and they seek to expedite the orderly disposition of this matter.

A. Admissions, Terms, and Penalties

6 Metropolitan Movers admits that it violated Commission rules and agrees to pay a \$700 penalty for 26 violations of WAC 480-15 and Tariff 15-C, including failure to properly complete estimates, failure to provide customers with tables of measurement, failure to properly complete bills of lading, and failure to follow the terms, conditions, rates, and other requirements of Tariff 15-C. The \$700 penalty represents a \$100 penalty per each of seven categories of offenses identified on page six of the Commission's March 2012 Investigation Report in this docket and will be paid within thirty (30) days of the entry of the Commission's Initial Order in this docket, in the event the Commission approves this Settlement. Metropolitan Movers further agrees to provide a rigorous, written compliance plan that conforms to Investigative Staff standards and addresses these violations and any newly identified violations of Commission statutes, rules, or Tariff 15-C. Company employees Ron Cronkhite and Karley Carson agree to attend the Commission's upcoming July 11, 2012, Household Goods Training. Finally, the Company agrees to provide to Investigative Staff for its compliance review all household goods moving forms used by Metropolitan Movers in the conduct of its household goods intra-state moving business.

7 Metropolitan Movers commits to compliance with Commission statutes and rules.

B. General Compliance

8 This Agreement does not preclude the Commission from pursuing penalties for violations of Commission rules and statutes unrelated to the subject matter of this Agreement, or for violations of the rules set forth above occurring after execution of this Agreement.

III. GENERAL PROVISIONS

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

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

11 The Parties agree to: (1) provide each other the right to review in advance of publication, any and all announcements or news releases that the other party intends to make about the Agreement (with the right of review to include a reasonable opportunity to request changes to the text of such announcements); and (2) include in any news release or announcement a statement to the effect that Staff's recommendation to approve the Agreement is not binding on the Commission itself.

12 Nothing in this Agreement shall limit or bar any other entity from pursuing legal remedies against Metropolitan Movers or Metropolitan Movers' ability to assert defenses to such claims.

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

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

15 The Parties may execute this Agreement in counterparts and, as executed, shall constitute one Agreement. Copies sent by facsimile are as effective as original documents.

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

17 In the event the Commission rejects or modifies any portion of this Agreement, each party reserves the right to withdraw from this Agreement by written notice to the other party and the Commission. Written notice must be served within ten (10) days of the Order rejecting all or part of this Agreement. In such event, neither party will be bound by or prejudiced by the terms of this Agreement. Further, either party shall be entitled to seek reconsideration of the Order. Additionally, the Parties will jointly request that a prehearing conference be convened for purposes of establishing a procedural schedule to complete the case.

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

METROPOLITAN MOVERS
d/b/a The Family Movers

ROBERT M. MCKENNA
Attorney General

SALLY BROWN
Senior Assistant Attorney General
Counsel for Utilities and
Transportation Commission Staff

RON CRONKHITE
Chief Executive Officer

Dated: 05/29/12, 2012

Dated: _____, 2012

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WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

ROBERT M. MCKENNA
Attorney General

SALLY BROWN
Senior Assistant Attorney General
Counsel for Utilities and
Transportation Commission Staff

Dated: _____, 2012

METROPOLITAN MOVERS
d/b/a The Family Movers



RON CRONKHITE
Chief Executive Officer

Dated: 5-29, 2012