

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION,

Complainant,

v.

ALL STAR TRANSFER, LARON  
WILLIAMS INC., D/B/A ALLSTAR  
MOVING & STORAGE, ALLSTAR  
MOVERS, AND CAREFUL MOVERS

Respondent.

DOCKET TV-143648

NARRATIVE SUPPORTING  
SETTLEMENT AGREEMENT

## I. INTRODUCTION

1 This Narrative Supporting Settlement Agreement (Narrative) is filed pursuant to Washington Administrative Code (WAC) 480-07-740(2)(a) on behalf of both All Star Transfer, Laron Williams Inc., d/b/a Allstar Moving & Storage, Allstar Movers, and Careful Movers (All Star Transfer or Company) and the Staff of the Washington Utilities and Transportation Commission (Staff) (collectively, the "Parties"). Both parties have signed the Settlement Agreement, which is being filed concurrently with this Narrative. This Narrative summarizes the Settlement Agreement. It is not intended to modify any terms of the Settlement Agreement.

## II. PROPOSALS FOR REVIEW PROCEDURE

2 The Parties submit that this matter is considerably less complex than a general rate proceeding and request that review proceed on a timetable for less complex matters, as provided in WAC 480-07-740(1)(b). To the knowledge of either party, there are no

opponents of the settlement. Because of the less complex nature of this matter and the uncontested status of the settlement, the Parties concur that a formal settlement hearing along with the opportunity for public comment are not necessary in this case.

3           The Parties do not intend to file documentation supporting the Settlement Agreement, with the exception of the Settlement Agreement itself and this Narrative. If the Commission requires supporting documents beyond the Settlement Agreement, Narrative, and the other documents on file in this docket, the Parties will provide documentation as needed.

4           In keeping with WAC 480-07-740(2)(b), the Parties are prepared to present one or more witnesses each to testify in support of the proposal and answer questions concerning the Settlement Agreement's details, and its costs and benefits, should such testimony be required. In addition, representatives of both Parties are available to respond to any questions regarding the proposed Settlement Agreement that the Commission may have.

5           The Parties request a streamlined review of the proposed Settlement Agreement. To that end, the Parties would prefer an informal review on a paper record. In accordance with WAC 480-07-730, the Parties propose the foregoing procedural alternatives for review of the proposed Settlement Agreement.

### **III. SCOPE OF THE UNDERLYING DISPUTE**

6           The underlying dispute concerns All Star Transfer's compliance with Commission rules and Household Goods Tariff 15-C. On July 18, 2013, Staff initiated a compliance investigation into the business practices of All Star Transfer to determine if the Company was in compliance with Commission rules and Tariff 15-C. During its investigation, Staff reviewed documents related to 57 intrastate moves conducted by All Star Transfer between

April 1, 2013, and June 30, 2013. The documents reviewed included estimates, bills of lading, tables of measurements (cube sheets), and receipts for customer payment transactions. Staff also examined claims filed against the Company during the review period. Staff's investigation found that the Company violated multiple Commission rules and provisions of Tariff 15-C.

7           On February 11, 2015, the Commission served on All Star Transfer a Complaint for Penalties; Notice of Brief Adjudicative Proceeding (the Complaint). The Complaint alleged that the Company committed violations of WAC 480-15-390, WAC 480-15-490, WAC 480-15-630, WAC 480-15-710, and Tariff 15-C, Items 80, 85, 95, and 230, and sought monetary penalties and customer refunds of improperly-billed charges.

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

#### **V.     DESCRIPTION OF PROPOSED SETTLEMENT**

9           The Settlement Agreement resolves all of the issues in dispute between the Parties. All Star Transfer admits that it violated Commission rules and Tariff 15-C provisions as described in the Complaint. Furthermore, the Settlement Agreement provides for a penalty assessment against the Company of \$1,700, all of which is suspended for, and waived after, one year from the date that the Commission approves the Settlement Agreement, provided that the Company, upon inspection by Staff, is found in substantial compliance with Commission rules and Tariff 15-C. The Company will not refund customers for violations alleged in the Complaint because the harm to customers was limited to the failure to properly document the services provided, which is accounted for in the penalty assessment. Staff will commence a review within one year from the date the Commission approves this

Settlement Agreement and will provide its recommendation as to whether the suspended penalty should be waived or imposed.

**V. STATEMENT OF PARTIES' INTERESTS AND THE PUBLIC INTEREST**

10 As stated in the Settlement Agreement, the settlement represents a compromise of the positions of the Parties. The Parties find it is in their best interests to avoid the expense, inconvenience, uncertainty, and delay inherent with a litigated outcome. Likewise, it is in the public interest that this dispute conclude without the further expenditure of public resources on litigation expenses. The penalty is appropriate and consistent with Staff's recommendation in its Investigation Report, and suspension of this penalty will provide a financial incentive for compliance. No customer refund is also appropriate because the Company did not actually overcharge customers; it simply failed to correctly document the services it provided, and this failure is already accounted for in the penalty assessment.

11 Staff's primary goal with enforcement is compliance. All Star Transfer has expressed its intent to conform to state laws, regulations, and Tariff 15-C. The Company's owner, Laron Williams, has also recently taken a more active management role in the Company, and he has committed to personally supervise the Company's compliance. Staff's compliance review within the next year, will verify that the Company is in compliance with the rules and tariff provisions at issue.

12 For the reasons explained above, the Settlement Agreement as a whole is in the public interest, as well as the interests of the Parties. Staff and All Star Transfer, therefore, recommend that the Commission approve the Settlement Agreement in its entirety.

**VI. LEGAL POINTS THAT BEAR ON PROPOSED SETTLEMENT**

13

In WAC 480-07-700, the Commission states its support for parties' informal efforts to resolve disputes without the need for contested hearings when doing so is lawful and consistent with the public interest. The Parties have resolved all of the issues in dispute between them, and their resolution complies with Commission rules and, as explained above, is consistent with the public interest.

**VII. CONCLUSION**

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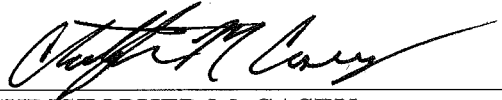
Because the Parties have negotiated a compromise on all of the issues in this dispute and because the settlement is in the public interest, the Parties request that the Commission issue an order approving the Settlement Agreement in full.

Respectfully submitted this 25 of March, 2015.

WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION

ALL STAR TRANSFER, LARON  
WILLIAMS INC., D/B/A ALLSTAR  
MOVING & STORAGE, ALLSTAR  
MOVERS, AND CAREFUL MOVERS

ROBERT W. FERGUSON  
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Assistant Attorney General  
Counsel for the Utilities and  
Transportation Commission Staff

LARON WILLIAMS  
Owner of All Star Transfer, Laron Williams  
Inc., d/b/a Allstar Moving & Storage,  
Allstar Movers, and Careful Movers

Dated: March 25, 2015

Dated: \_\_\_\_\_, 2015

## VI. LEGAL POINTS THAT BEAR ON PROPOSED SETTLEMENT

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## VII. CONCLUSION

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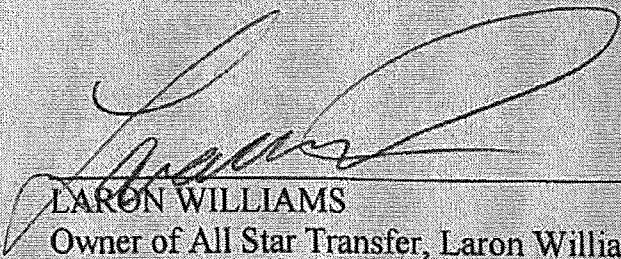
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\_\_\_\_\_  
LARON WILLIAMS  
Owner of All Star Transfer, Laron Williams  
Inc., d/b/a Allstar Moving & Storage,  
Allstar Movers, and Careful Movers

Dated: \_\_\_\_\_, 2015

Dated: 21 March, 2015