

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Penalty Assessment  
against ACTION MOVING SERVICES,  
INC., in the Amount of \$2,300

DOCKET TV-111065

SETTLEMENT AGREEMENT

1 This Settlement Agreement (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 Action Moving Services, Inc. ("Action Moving") and  
Staff of the Washington Utilities and Transportation Commission ("Commission Staff")  
(collectively, "the Parties").

**II. BACKGROUND**

3 As part of an investigation into the business practices of Action Moving Services, Inc.,  
Commission Staff reviewed documents for 51 moves performed between July 2010 and  
September 2010 and identified 23 violations of WAC 480-15 and Tariff 15-C. On July 15,  
2011, the Commission issued a penalty assessment against Action Moving Services, Inc., in  
the amount of \$2,300. On August 16, 2011, the Commission issued a Notice of Brief  
Adjudicative Proceeding. The Parties subsequently engaged in settlement negotiations. On  
September 2, 2011, Commission Staff notified the Commission that the Parties had reached  
an Agreement. In light of the Agreement, the Commission issued a Notice Canceling Brief  
Adjudication and Setting Deadline for Parties to File Settlement Documents, on September  
2, 2011.

**III. AGREEMENT**

4 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**

5 Action Moving admits that it violated Commission rules and Tariff 15-C and agrees to a  
one-year suspended penalty in the amount of \$1,500, for repeat violations of WAC 480-15-

630 (failure to use a proper estimate format), WAC 480-15-630 (failure to properly complete an estimate), WAC 480-15-710 (failure to use a proper bill of lading format), and WAC 480-15-710 (failure to properly complete a bill of lading).

6 At the end of one year from the date of this Agreement, Commission Staff will reinvestigate Action Moving. In the event no violations are found following that reinvestigation, the \$1,500 suspended penalty will be dismissed.

7 Action Moving commits to compliance with Commission statutes and rules.

8 An employee of Action Moving, Scott Hoyt, must attend the Commission's Household Goods Industry training to be offered in Olympia, Washington, on October 12, 2011, from 8:15 am to 5:00 pm, in the Commission's main hearing room, Room 206.

### **B. General Compliance**

9 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 statutes and rules set forth above occurring after execution of this Agreement.

### **III. GENERAL PROVISIONS**

10 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.

11 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.

12 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.

13 Nothing in this Agreement shall limit or bar any other entity from pursuing legal remedies against Action Moving or Action Moving's ability to assert defenses to such claims.

14 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.

- 15 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.
- 16 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.
- 17 The Parties shall take all actions necessary, as appropriate, to carry out this Agreement.
- 18 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 or prejudiced by the terms of this Agreement, and 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

ACTION MOVING SERVICES, INC.

ROBERT M. MCKENNA  
Attorney General

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

Dated: 09/09/11, 2011

  
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J. JEFF GISH  
*per telephone  
authorization*

Dated: 09/09/11, 2011