

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

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

PAULINO JOSE GONZALEZ
VERONICA LUNA
D/B/A UNIVERSAL MOVING

DOCKET TE-190490

JOINT NARRATIVE SUPPORTING
SETTLEMENT AGREEMENT

I. INTRODUCTION

1 This Joint Narrative Supporting Settlement Agreement (Narrative) is filed pursuant to Washington Administrative Code (WAC) 480-07-740(3)(a) on behalf of Universal Moving (“Universal Moving” or “Company”) and Staff of the Washington Utilities and Transportation Commission (Staff) (collectively, the “Parties”). The Parties have signed the settlement agreement (Agreement), which is being filed concurrently with this Narrative. This Narrative summarizes the Agreement. It is not intended to modify any terms of the Agreement.

II. PROPOSAL FOR REVIEW PROCEDURE

2 In accordance with WAC 480-07-740, the Parties propose the following settlement consideration procedure for review of the proposed Agreement. The Parties believe that this matter is a less complex matter under WAC 480-07-740(2)(b). The Parties submit that conducting a hearing will not assist the Commission to decide whether to approve and adopt the settlement because of the limited scope of the incident and Universal Moving’s cooperation with Staff. *See* WAC 480-07-740(2)(e).

3 If the Commission conducts a hearing, however, the Parties will present one or more witnesses to testify in support of the Agreement and to answer questions concerning the Agreement’s details, costs, and benefits. *See* WAC 480-07-740(3)(b). The Parties do not intend to file documentation supporting the Agreement, with the exception of the Agreement itself and

this Narrative. If the Commission requires supporting documents beyond the Agreement, Narrative, and the other documents on file in this docket, the Parties will provide documentation as needed.

III. APPLICABLE LAW

4 Under Chapter 81.77 RCW, the definition of “common carrier” includes “any person who collects and transports solid waste for disposal by motor vehicle for compensation, whether over regular or irregular routes, or by regular or irregular schedules.” RCW 81.77.010(3).

5 Under state law, operating for the hauling of solid waste for compensation includes “advertising, soliciting, offering, or entering into an agreement to provide that service.” RCW 81.77.040.

6 A person must have a certificate of public convenience and necessity from the Commission before operating as a solid waste collection company in the state of Washington. WAC 480-70-081(1). The Commission is authorized to enforce laws and rules relating to solid waste collection companies, including but not limited to actions where necessary to ensure compliance with statutes, rules and Commission orders, the Commission will pursue administrative actions that the Commission believes will best ensure future compliance by the violating company. WAC 480-70-216.

7 Any person who engages in business as a solid waste carrier in the state of Washington without a certificate is subject to a penalty of up to \$1,000 per violation. RCW 81.04.380. If the basis for the violation is advertising, each advertisement reproduced, broadcast, or displayed via a particular medium constitutes a separate violation. RCW 81.70.260(1).

8 The Commission is authorized to file a complaint on its own motion setting forth any act or omission by any public service company that violates any law or any order or rule of the Commission. RCW 81.04.110.

IV. SCOPE OF THE UNDERLYING DISPUTE

9 On July 8, 2019, Staff filed with the Commission a Complaint Seeking to Impose Penalties requesting that the Commission impose penalties against Universal Moving for violations of RCW 81.77.040. The Commission set a hearing in the matter for August 21, 2019. Ms. Veronica Luna appeared at the hearing and informed the Commission that the Company intended to contest the allegations in the complaint. Ms. Luna further stated that the other owner, Mr. Paulino Jose Gonzalez, could not be present that day and would need an interpreter for the hearing. Accordingly, the Commission set the hearing over to October 7, 2019 for oral statements.

10 On August 26, 2019, the Commission served a Notice of Brief Adjudicative Proceeding Universal Moving resetting the hearing. After the hearing in August, Staff discussed with Universal Moving the services offered and why those services resulted in the alleged violations. Since that discussion the Company has changed the services it offers. Based on the change in services, Staff is no longer seeking classification of Universal Moving as a solid waste collection company.

11 On September 9, 2019, Commission Staff held a conference call with the Company, communicating through an interpreter. During the meeting the parties came to an agreement in principle with respect to penalties.

V. DESCRIPTION OF SETTLEMENT AGREEMENT

12 The Agreement resolves all of the issues in dispute. The Parties agree to the following terms set forth in the Agreement:

- Violations: Universal Moving admits to two violations of RCW 81.77.040. One violation for advertising and one violation for operating as a solid waste collection company without obtaining a certificate of public convenience and necessity from the commission.
- Classification: Given the change in services provided by the company after the violations occurred, Staff withdraws the request to classify Universal Moving as a solid waste collection company.
- Monetary penalty: The commission will impose a total penalty of \$2,000, \$1,000 per violation. Universal Moving will pay the \$500 unsuspended amount as outlined in the letter describing the mutually agreed payment arrangement. The Parties further agree that the remaining \$1,500 should be suspended on the conditions set out in paragraph 12 of the settlement agreement.
- Future enforcement of allegations set forth in complaint: Staff confirms that it will not pursue further enforcement against Universal Moving arising out of any of the allegations set forth in this docket.

VI. STATEMENT OF IMPACT ON THE PUBLIC INTEREST

13 The Parties find it is in their best interests to avoid the expense, inconvenience, uncertainty, and delay inherent in a litigated outcome. Likewise, it is in the public interest that this dispute conclude without the further expenditure of public resources or litigation expenses.

14 In accordance with WAC 480-07-740-750, the Parties believe the Agreement is in the public interest and appropriate for the Commission's acceptance without conditions under

WAC 480-07-750(2)(a) for three reasons. First, the penalty amount is the maximum amount allowed. Staff believes this penalty and the amount suspended is appropriate in light of the Commission's enforcement policy adopted in Docket A-120061. Second, this case is the first enforcement action ever brought against Universal Moving. Third, Universal Moving admits to the violations, and changed the services it offers after discussions with Staff.

15 The Commission has formally expressed its support for negotiated resolutions of enforcement actions. The rule states: "The commission supports parties' informal efforts to resolve disputes without the need for contested hearings when doing so is lawful and consistent with the public interest" WAC 480-07-700. For the reasons stated above, the Parties contend that their Agreement is lawful and consistent with the public interest.

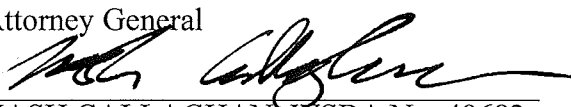
VII. CONCLUSION

16 The Agreement resolves all of the issues in this docket and the Parties submit that their resolution complies with applicable legal requirements and is consistent with the public interest. The Parties respectfully request that the Commission issue an order approving the Agreement in its entirety.

DATED this 25th day of September 2019.

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

ROBERT W. FERGUSON
Attorney General

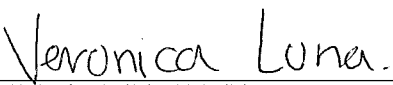

NASH CALLAGHAN, WSBA No. 49682
Assistant Attorney General
Counsel for Utilities and Transportation
Commission Staff

Dated: September 23rd, 2019

UNIVERSAL MOVING


PAULINO JOSE GONZALEZ
Owner/Representative

Dated: September 24, 2019.


VERONICA LUNA
Owner/Representative

Dated: September 24, 2019.