

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

SETTLEMENT AGREEMENT

1 This Settlement Agreement is a full settlement pursuant to WAC 480-07-730
because it is an agreement between all parties that resolves all issues raised in the above
docket.

I. PARTIES

2 The parties to this Settlement Agreement are 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").

II. AGREED FACTS

3 All Star Transfer holds a permit issued by the Washington Utilities and
Transportation Commission (Commission) for the intrastate transportation of household
goods in Washington State.

4 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 Household Goods 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.

5 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.

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

III. AGREEMENT

7 The Parties have reached agreement on the issues raised in the above docket and present their agreement for the Commission's consideration and approval. The Parties therefore adopt the following Settlement Agreement, which the Parties enter into voluntarily, to resolve the matters in dispute between them and to expedite the orderly disposition of this proceeding.

8 All Star Transfer admits that 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 occurred, as alleged in the Complaint.

9 The Parties agree that the Commission should assess penalties in the amount of \$1,700. The Parties agree that the total penalty, \$1,700, shall be suspended for, and waived after, one year from the date the Commission approves this Settlement Agreement, provided that All Star Transfer, upon a further compliance investigation by Commission Staff within one year, is found to be in substantial compliance with Commission rules and Tariff 15-C provisions.

10 Commission Staff will conduct a review within one year from the date the Commission approves this Settlement Agreement and will provide to the Commission its recommendation on whether the suspended penalty in paragraph nine (9) should be waived or imposed.

11 Staff recommends and the Parties agree that All Star Transfer will not refund customers for the violations alleged in the Complaint because the harm to customers was limited to the failure to properly document the services the Company provided, and this failure is accounted for in the penalty assessment.

IV. GENERAL PROVISIONS

12 The Parties agree that this Settlement Agreement reflects the 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.

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

14 The Parties agree (1) to 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 Settlement Agreement (with the right of review to include a reasonable opportunity to request changes to the text of such announcements) and (2) to include in any news release or announcement a statement that the Staff's recommendation to approve the settlement is not binding on the Commission itself.

15 Nothing in this Settlement Agreement shall limit or bar any other entity from pursuing legal remedies against All Star Transfer or All Star Transfer's ability to assert defenses to such claims.

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

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

18 The Parties may execute this Settlement Agreement in counterparts and as executed shall constitute one agreement. Copies sent by facsimile or electronic mail are as effective as original documents.

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

20 In the event that the Commission rejects or modifies any portion of this Settlement Agreement, each party reserves the right to withdraw from this Settlement Agreement by written notice to the other party and the Commission. Written notice must be served within ten (10) business days of the Order rejecting part or all of this Settlement Agreement. In such event, neither party will be bound or prejudiced by the terms of this Settlement Agreement, and either party shall be entitled to seek reconsideration of the Order.

Respectfully submitted this 25 day 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
Attorney General



CHRISTOPHER M. CASEY
Assistant Attorney General
Counsel for the Utilities and
Transportation Commission Staff

Dated: March 25, 2015

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

Dated: _____, 2015

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Respectfully submitted this 24 day of March, 2015.

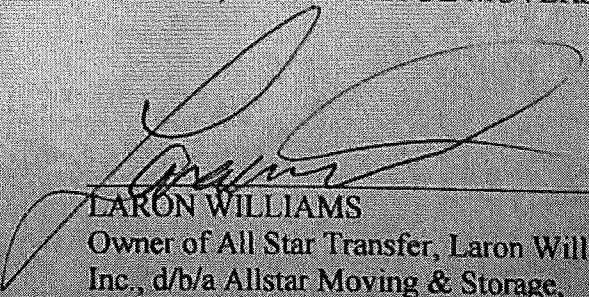
WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

ROBERT W. FERGUSON
Attorney General

CHRISTOPHER M. CASEY
Assistant Attorney General
Counsel for the Utilities and
Transportation Commission Staff

Dated: _____, 2015

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WILLIAMS INC., D/B/A ALLSTAR
MOVING & STORAGE, ALLSTAR
MOVERS, AND CAREFUL MOVERS



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

Dated: 24th March, 2015