

2. One violation of WAC 480-15-640 for providing a verbal estimate in February 2004. Total penalty of \$100.00.
3. Ninety-six violations of WAC 480-15-730 for failure to use an approved bill of lading form between October 1, 2004, and January 31, 2005. Total penalty of \$9,600.00.
4. One hundred and four violations of WAC 480-15-740 and Tariff 15-A, Item 95, for failure to accurately complete the bill of lading to ensure that it shows all the information necessary to determine proper tariff rates and charges between October 1, 2004, and January 31, 2005. Total penalty of \$10,400.
5. One violation of WAC 480-15-840, for failure to number its complaints and claims consecutively between November 1, 2004, and February 28, 2005. Total penalty of \$100.00.
6. Six violations of WAC 480-15-860, for failure to record all required information in the company's claims and complaints files between November 1, 2004, and February 28, 2005. Total penalty of \$600.00
7. One hundred and ninety-nine violations of WAC 480-15-890, for failure to respond to commission-referred complaints between February 18, 2004, and May 31, 2005. Total penalty of \$4,975.00.
8. Ninety-seven violations of the Tariff 15-A, Fuel Charge Supplement No. 2000-1, for failure to correctly calculate the fuel surcharge at no more than 2% plus increases of the fuel consuming rates and charges between October 1, 2004, and January 31, 2005. Total penalty of \$9,700.00.
9. Ten violations of Tariff 15-A, Item 220, for failure to provide the customer with a written estimate of the total overtime charges and get the customer's written consent before providing overtime service between October 16, 2004, and January 22, 2005. Total penalty of \$1,000.00.
10. Six violations of Tariff 15-A, for charging for additional stops during hourly-rated moves between October 25, 2004, and December 5, 2004. Total penalty of \$600.00.
11. Thirty-nine violations of Tariff 15-A, Item 225, Container Prices, for failure to charge tariff prices for crates, containers and packing materials between October 1, 2004, and January 31, 2005. Total penalty of \$3,900.00.

12. Nine violations of Item 110 of Tariff 15-A for failure to show the proper mileage was used for calculating mileage-rated charges between February 18, 2004, and January 31, 2005. Total penalty of \$900.00.
13. Three violations of Tariff 15-A, Item 155, for charging for additional stops outside of the minimum and maximum rate band between October 7, 2004, and November 27, 2004. Total penalty of \$300.00.

The penalties totaled \$42,475.

III. AGREEMENT

5 The Parties have reached agreement on the issues raised in the above docket and wish to 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.

6 Neighbors admits to the violations enumerated in the penalty assessment, and the Parties agree that Neighbors will pay to the commission penalties totaling \$23,343.75. This amount represents the following:

1. \$300 for 3 violations of 480-15-610;
2. \$100 for 1 violation of 480-15-640;
3. \$9,600 for 96 violations of 480-15-730;
4. \$5,200 for 104 violations of 480-15-740;
5. \$100 for 1 violation of 480-15-840;
6. \$600 for 6 violations of 480-15-860;
7. \$1,243.75 for 199 violations of 480-15-890;
8. \$2,425 for 97 violations of Tariff 15-A, Fuel Charge Supplement No. 2000-1
9. \$1,000 for 10 violations of Tariff 15-A, Item 220;
10. \$600 for 6 violations of Tariff 15-A;
11. \$975 for 39 violations of Tariff 15-A, Item 225;
12. \$900 for 9 violations of Tariff 15-A, Item 110; and
13. \$300 for 3 violations of Tariff 15-A, Item 155.

7 The amount shall be ordered due and payable in six monthly installments beginning the first day of the first month after the commission issues its order approving this Settlement Agreement. Each installment shall be due and payable on the first of each month, with a five-day grace period. If the company fails to timely make any payment, the full remaining balance will be due and payable within 10 days. The amount of each of the first five installments shall be \$3,890.63. The sixth and final installment shall be \$3,890.60.

8 The Parties agree that Neighbors will comply with all applicable commission rules and statutes, including those set forth in the enumerated list of violations and penalties above. 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 subsequent violations of the rules and statutes stated above.

IV. 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 agree to support adoption of this Agreement in proceedings before the commission through testimony or briefing. No party to this Agreement or its agents, employees, consultants, or attorneys will engage in advocacy contrary to the commission's adoption of this Agreement.

11 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 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 commission staff's recommendation to approve the settlement is not binding on the commission itself.

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

13 The Parties have entered into this Agreement to avoid further expense, inconvenience, uncertainty, and delay. 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. 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 that the commission rejects all or 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 10 days of the Order rejecting part or all 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 a prehearing conference be reconvened for purposes of establishing a procedural schedule to complete the case.

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

NEIGHBORS MOVING & STORAGE
OF SEATTLE, LLC

ROB MCKENNA
Attorney General

JENNIFER CAMERON-RULKOWSKI
Assistant Attorney General
Counsel for the Utilities and
Transportation Commission

Dated: _____, 2006.

JOE TRANISI

Dated: _____, 2006.

Approved as to form by

STEPHEN T. REINMUTH
Counsel for Neighbors Moving &
Storage of Seattle, LLC

Dated: _____, 2006.