

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

SETTLEMENT AGREEMENT

**I. INTRODUCTION**

1           This settlement agreement (“Agreement”) is entered into by both parties to these consolidated proceedings for the purpose of resolving all issues raised in this docket. The Agreement is a “full settlement” as defined in WAC 480-07-730(1) because it is entered into by all parties and resolves all issues raised in this docket.

2           This Agreement is subject to the review and disposition by the Washington Utilities and Transportation Commission (“Commission”) to determine whether it complies with the applicable legal requirements and whether approval of the Agreement is consistent with the public interest. WAC 480-07-740–750.

**II. PARTIES**

3           The parties to this Agreement are Universal Moving, (“Universal Moving” or “Company”), and Staff of the Washington Utilities and Transportation Commission (“Staff”) (collectively, “the Parties”).

**III. BACKGROUND**

4           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.

5           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, and based on those changes Staff is no longer seeking classification of Universal Moving as a solid waste collections company.

6           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.

#### **IV. AGREEMENT**

7           The Parties have reached an agreement on the issues raised in the above docket and present this Agreement for the Commission's consideration and approval. The Parties therefore adopt the following 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           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. The Parties agree that a total of \$2,000 in penalties should be assessed for these violations.

9           The Parties further agree that Universal Moving should pay \$500 of the \$2,000 penalty, and the remaining \$1,500 should be suspended on the conditions set out in paragraph 11 below.

10           The Company will work with Staff to establish a mutually agreeable payment arrangement to pay the \$500 penalty in installments. The Parties commit to file a letter describing the mutually agreed payment arrangement to the Commission within ten (10) days of an order approving the Agreement.

11           The Parties agree that the remaining \$1,500 of the \$2,000 penalty should be suspended for a period of two years after an order approving the Agreement, and then waived upon the Company's compliance with the following conditions:

- a) The Company will not provide solid waste collection services without obtaining the proper certificate from the commission, and will not otherwise violate any commission statute or rule.
- b) The Company complies with each step of any payment plan that the Parties file or the Commission orders.

## **V. GENERAL PROVISIONS**

12           The Parties agree that this Agreement is in the public interest. The Parties further agree that this Agreement constitutes a settlement of all contested issues between them in this proceeding. The Parties understand that this Agreement is not binding unless and until accepted by the Commission. If the Commission does not accept this Agreement, including all of its terms and conditions without change, then the Parties shall be free to assert their pre-settlement positions.

13           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. 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.

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.

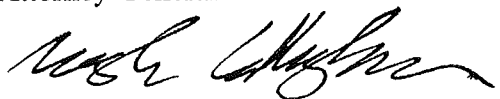
15 The Parties may execute this Agreement in counterparts and as executed shall constitute one agreement. A signed signature page sent by facsimile or email is as effective as an original document.

16 In the event that the Commission rejects all or any portion of this Agreement, or accepts the settlement upon conditions not proposed in 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 the (10) business days of service of the Order rejecting part or all of this Agreement or imposing conditions not proposed in this Agreement. In such event, neither party will be bound or prejudiced by the terms of this Agreement, and the Parties agree to request the prompt reconvening of a prehearing conference and to cooperate in developing a procedural schedule.

Respectfully submitted this 25<sup>th</sup> day of September 2019.

WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION

ROBERT W. FERGUSON  
Attorney General



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

Dated: September 23<sup>rd</sup>, 2019.

UNIVERSAL MOVING



PAULINO JOSE GONZALEZ  
Owner/Representative

Dated: September 24, 2019.



VERONICA LUNA  
Owner/Representative

Dated: September 24, 2019.