

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,

Complainant,

v.

IRVINGTON TRANSFER AND
STORAGE D/B/A ITS GLOBAL
RELOCATION SERVICES,

Respondent.

DOCKET TV-091445

SETTLEMENT AGREEMENT

- 1 This Settlement Agreement is entered into by both parties to this proceeding for the purpose of resolving all issues raised in the above docket.

I. PARTIES

- 2 The parties to this Agreement are Irvington Transfer and Storage d/b/a ITS Global Relocation Services (ITS Global) and Staff of the Washington Utilities and Transportation Commission (Staff) (collectively, “the Parties”).

II. BACKGROUND

- 3 In 2009, Staff performed a follow up compliance audit of the business practices of ITS Global. Staff found violations of laws and rules enforced by the Commission and compiled its findings along with technical assistance and recommendations in an audit report dated November 2009. In conjunction with the report, Staff recommended penalties against ITS Global for the types of violations that Staff believed had been previously addressed with technical assistance.
- 4 In a Notice of Penalties Incurred and Due for Violations of Laws Rules and Regulations issued December 4, 2009, to ITS Global in this docket, the Commission assessed penalties for violations of various Commission rules and provisions of Tariff 15-C, totaling \$900.
- 5 On December 15, 2009, ITS Global filed a Request for Hearing. The Commission scheduled a Brief Adjudicative Proceeding for January 28, 2009. On January 15, 2010, the Parties notified the Commission that the Parties had reached a full settlement in principle and requested that the procedural schedule be suspended. On January 20, 2009, the Commission suspended the procedural schedule pending filing of this Settlement Agreement and supporting documentation.

III. AGREEMENT

6 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.

7 The Parties agree that ITS Global will pay to the Commission penalties totaling \$400 (four
hundred dollars).

8 The penalty amount shall be ordered due and payable on the first day of the first month after
the Commission issues its order approving this Settlement Agreement.

9 ITS Global admits to the following violations enumerated in the penalty assessment. The
other alleged violations have been dismissed.

- One violation of Tariff 15-C, Item 85(2)(d) for failure to include the customer phone number on the estimate form.
- One violation of Tariff 15-C, Item 85(2)(f), for failure to include the origin of shipment or destination of shipment on the estimate form.
- One violation of Tariff 15-C, Item 160, for failure to list the proper tariff rate for long-carry charge on the estimate form.
- One violation of Tariff 15-C, Item 95(1)(1)(i), for failure to properly calculate mileage for a distance move between Battle Ground and Allyn on the bill of lading.

10 The Parties agree that ITS Global will comply with all applicable Commission rules and statutes, including those set forth in the Penalty Assessment and the enumerated list of violations 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

11 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.

12 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.

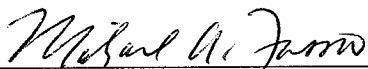
13 The Parties agree (1) to provide each other the right to review in advance of publication any and all announcements or news releases that the other party intends to make about the Agreement (with the right of review to include a reasonable opportunity to request changes

to the text of such announcements) and (2) to include in any news release or announcement a statement that Commission Staff's recommendation to approve the settlement is not binding on the Commission itself.

- 14 Nothing in this Agreement shall limit or bar any other entity from pursuing legal remedies against ITS Global or ITS Global's ability to assert defenses to such claims.
- 15 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.
- 16 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.
- 17 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.
- 18 The Parties shall take all actions necessary as appropriate to carry out this Agreement.
- 19 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


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Counsel for the Utilities and
Transportation Commission Staff

Dated: 2/1, 2010

IRVINGTON TRANSFER AND
STORAGE D/B/A ITS GLOBAL
RELOCATION SERVICES



GENE DOENKA
President
Irvington Transfer and Storage d/b/a ITS
Global Relocation Services

Dated: 1/27, 2010