

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

Ivan Ratko d/b/a Best Moving & Delivery,  
Request for Mitigation of Penalty  
Assessment

DOCKET TV-110977

SETTLEMENT AGREEMENT

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

**I. PARTIES**

2 The parties to this Agreement are Ivan Ratko d/b/a/ Best Moving & Delivery (“Best Moving”) and Staff of the Washington Utilities and Transportation Commission (“Commission Staff”) (collectively, “the Parties”).

**II. BACKGROUND**

3 On January 26, 2012, the Washington Utilities and Transportation Commission (“Commission”) issued a \$500 penalty assessment against Best Moving for five violations of WAC 480-15. On February 3, 2012, Best Moving filed with the Commission an application for mitigation in which Best Moving admitted the violations but requested a hearing on mitigation of the penalty. The Commission set the matter for a March 12, 2012, hearing. On March 8, 2012, Commission Staff notified the Administrative Law Judge that the parties had reached a settlement agreement and subsequently requested that the Commission suspend the procedural schedule.

**III. AGREEMENT**

4 The Parties have reached agreement on the issues in this docket and wish to present their agreement for the Commission’s consideration and approval. The Parties therefore adopt the following Agreement, which the Parties enter into voluntarily, to resolve all matters in dispute between them or that could arise between them from the issues presented in this proceeding, and they seek to expedite the orderly disposition of this matter.

**A. Admissions, Terms, and Penalties**

5 Best Moving admits that it violated Commission rules and agrees to pay a \$200 penalty for violations of WAC 480-15-610 (use of an unauthorized trade name, lack of a physical business address on website, and misleading, false, or deceptive web advertising )

and WAC 480-15-800 (failure to provide accurate information regarding the filing of claims for loss or damage).

6 At the end of one year from the date of this Agreement, Commission Staff will  
reinvestigate Best Moving.

7 Best Moving commits to compliance with Commission statutes and rules.

### **B. General Compliance**

8 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 violations of the rules set forth above occurring after execution of this  
Agreement.

### **III. 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 further agree to support adoption of this  
Agreement in proceedings before the Commission through testimony or briefing. No party  
to this Agreement or their agents, employees, consultants, or attorneys will engage in  
advocacy contrary to the Commission's adoption of this Agreement.

11 The Parties agree to: (1) 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) include in any news release or  
announcement a statement to the effect that Staff's recommendation to approve the  
Agreement is not binding on the Commission itself.

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

13 The Parties have entered into this Agreement to avoid further expense,  
inconvenience, uncertainty, and delay of continuing litigation. 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 and Commission approval. 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.

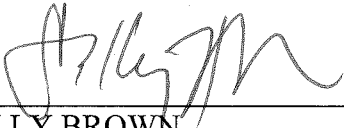
16 The Parties shall take all actions necessary, as appropriate, to carry out this Agreement.

17 In the event the Commission rejects or modifies 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 ten (10) days of the Order rejecting all or part of this Agreement. In such event, neither party will be bound by or prejudiced by the terms of this Agreement. Further, either party shall be entitled to seek reconsideration of the Order. Additionally, the Parties will jointly request that a prehearing conference be convened for purposes of establishing a procedural schedule to complete the case.

WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION

BEST MOVING & DELIVERY

ROBERT M. MCKENNA  
Attorney General

  
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SALLY BROWN  
Senior Assistant Attorney General  
Counsel for Utilities and  
Transportation Commission Staff

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IVAN RATKO

Dated: March 12, 2012

Dated: \_\_\_\_\_, 2012

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BEST MOVING & DELIVERY

ROBERT M. MCKENNA  
Attorney General

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Senior Assistant Attorney General  
Counsel for Utilities and  
Transportation Commission Staff

  
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IVAN RATKO

Dated: \_\_\_\_\_, 2011

Dated: 03/12/2012, 2011