

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

<p>WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION,</p> <p style="text-align: center;">Complainant,</p> <p>v.</p> <p>SAFE-TO-GO-MOVERS, LLC,</p> <p style="text-align: center;">Respondent.</p>	<p>DOCKET TV-200161</p>
<hr/> <p>In the Matter of the Investigation of</p> <p>SAFE-TO-GO-MOVERS, LLC</p> <p>For Compliance with WAC 480-15-560 and WAC 480-15-570</p>	<p>DOCKET TV-190515</p>
<hr/> <p>In the Matter of the Penalty Assessment Against</p> <p>SAFE-TO-GO-MOVERS, LLC</p> <p>In the Amount of \$8,600</p>	<p>DOCKET TV-190514</p> <p>SETTLEMENT AGREEMENT</p>

I. INTRODUCTION

1 The regulatory staff (Staff) of the Washington Utilities and Transportation Commission (Commission) and Safe-To-Go-Movers, LLC (Safe-To-Go), through their authorized representatives, enter into the following Settlement Agreement (Settlement) to resolve all remaining issues in Dockets TV-200161, TV-190515, and TV-190514.

2 This Settlement is a “full multiparty settlement” as defined in WAC 480-07-
730(3)(a) because it resolves all remaining issues in these dockets among some, but not all,
of the parties. It is subject to review and disposition by the Commission to determine
whether it complies with the applicable legal requirements and whether approval of the
Settlement is consistent with the public interest.¹

II. BACKGROUND

3 In August, 2019, Staff reviewed Safe-To-Go’s operations and discovered numerous
critical and acute violations, some of which were repeat violations from the company’s last
safety review. The Commission assessed penalties against the Company and, because the
review produced an unsatisfactory safety rating, also provided notice of its intent to cancel
Safe-To-Go’s household goods carrier permit.

4 Safe-To-Go addressed the penalty assessment by seeking mitigation of the penalty.
The Commission declined to mitigate the penalty, but did suspend a \$5,000 portion of it,
contingent upon the company’s compliance with several conditions, one of which required
Safe-To-Go to avoid incurring repeat critical or acute violations in a follow-up safety review
by Staff.

5 Safe-To-Go dealt with the Commission’s notice of its intent to cancel the company’s
permit by submitting a safety management plan. Staff reviewed it, determined that it
complied with the relevant regulations, and recommended that the Commission upgrade
Safe-To-Go’s safety rating, which the Commission did by order.

6 Staff performed the follow-up review ordered by the Commission in February and
March 2020. Although the review produced a satisfactory safety rating for the company,
Staff documented repeat critical and acute violations. Accordingly, Staff moved to impose

¹ WAC 480-07-740, -750.

the penalty suspended in Docket TV-190514. Staff also complained for the imposition of new penalties, alleging various regulatory violations.² Staff prayed for the Commission to impose up to the statutory maximum of \$1,000 for each of those violations.

7 Staff and Safe-To-Go engaged in discussions aimed at informally resolving Staff's requests to impose the suspended penalty in Dockets TV-190514 and TV-190515 and also Staff's complaint for penalties in Docket TV-200161. Staff and Safe-To-Go (the settling parties) ultimately agreed to terms.³

III. TERMS OF AGREEMENT

8 The settling parties have reached an agreement on the remaining issues in Dockets TV-200161, TV-190515, and TV-190514, and present this Settlement for the Commission's consideration and approval. The settling parties therefore adopt the following Settlement, which they enter into voluntarily, to resolve the matters in dispute between them and to expedite the orderly disposition of this proceeding:

- Safety Management Plan – Safe-To-Go will submit a safety management plan compliant with 49 C.F.R. Part 385 that addresses the violations alleged in Staff complaint.
- Suspended Penalty – the Commission will lift the suspension of a \$5,000 portion of the penalty it imposed in Dockets TV-190514 and TV-190515 and require Safe-To-Go to pay that amount.

² Specifically, Staff alleged one violation of WAC 480-15-560 and 49 C.F.R. § 390.35(a), two violations of WAC 480-15-555 and 49 C.F.R. § 392.2, 27 violations of WAC 80-15-570 and 49 C.F.R. § 391.15(a), one violation of WAC 480-15-570 and 49 C.F.R. § 391.23(c), six violations of WAC 480-15-570 and 49 C.F.R. § 391.45(a), one violation of WAC 480-15-570 and 49 C.F.R. § 396.3(a)(1), and one violation of WAC 480-15-560 and 49 C.F.R. § 396.21(b).

³ The Public Counsel Unit of the Washington State Attorney General's Office intervened in these dockets after settlement talks commenced between Safe-To-Go and Staff. It is not a party to this settlement.

- New Penalties – the Commission will impose a penalty of \$5,400 in Docket TV-200161. The Commission will suspend this penalty for a period of two years and waive it thereafter if the company avoids incurring repeat critical or acute violations in a follow-up review that Staff will conduct at least six months after the Commission enters a final order approving the settlement.
- Payment Plan – the Commission will incorporate the formerly-suspended \$5,000 penalty into the remaining balance of the penalty imposed in Docket Tv-190514. The Company will pay the resulting balance under its current payment plan, which calls or Safe-To-Go to make monthly payments of \$240 on the business day closest to the 20th day of every month.

IV. GENERAL PROVISIONS

9 Public interest: The parties submit that this Settlement promotes the public interest, and that it is appropriate for the Commission’s acceptance without conditions under WAC 480-07-750(2) (a).

10 Effective date: This Settlement is effective on the service date of a final Commission order approving this Settlement, or on the date that an initial order approving this Settlement becomes a final order pursuant to WAC 480-07-825(7), whichever occurs first.

11 Advocacy: The parties agree to cooperate in submitting this Settlement promptly to the Commission for acceptance. The parties agree to support adoption of this Settlement in proceedings before the Commission. No party to this Settlement or its agents, employees, consultants, or attorneys will engage in advocacy contrary to the Commission’s adoption of this Settlement.

12 Construction: This Settlement shall not be construed against any party solely because that party was a drafter of the Settlement.

13 Other proceedings: This Settlement shall have no precedential or preclusive effect in other proceedings. In the event this Settlement does not become effective, this Settlement shall be null and void, with no binding effect on the settling parties and with no precedential or preclusive effect on the parties regarding the continued litigation in Dockets TV-200161, TV-190515, and TV-190514. In the event that the Commission rejects all or any portion of this Settlement, or accepts the settlement upon conditions not proposed in this Settlement, each party reserves the right to withdraw from this Settlement by written notice to the other party and the Commission. Written notice must be served within 10 business days of service of the order rejecting part or all of this Settlement or imposing conditions not proposed in this Settlement. In such event, neither party will be bound by the terms of this Settlement, and the parties agree to cooperate in developing a procedural schedule.

14 Settlement discussions: The parties have entered into this Settlement to avoid further expense, inconvenience, uncertainty, and delay. As such, conduct, statements, and documents disclosed during negotiations of this Settlement shall not be admissible as evidence in this or any other proceeding, except in any proceeding to enforce the terms of this Settlement or any Commission order fully adopting those terms.

15 Final agreement: The parties have negotiated this Settlement as an integrated document to be effective upon execution. This Settlement supersedes all prior oral and written agreements on issues addressed herein.

16 Counterparts: The parties may execute this Settlement 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.

17 Authorized representatives: Each person signing this Settlement warrants that he or she has authority to bind the party that he or she represents.

DATED this 26th day of May, 2020.

SAFE TO GO MOVERS, LLC

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

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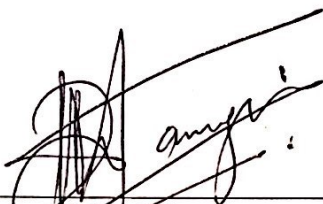
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DATED this 21st day of May, 2020.

1 SAFE TO GO MOVERS, LLC



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WASHINGTON UTILITIES AND
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