

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

Eric Stewart d/b/a Ironman Moving  
Services, Request for Mitigation of Penalty  
Assessment

DOCKET TV-120268

SETTLEMENT AGREEMENT

1           This Settlement Agreement (Settlement or 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 Eric Stewart d/b/a Ironman Moving Services  
(Ironman) and Staff of the Washington Utilities and Transportation Commission  
(Commission Staff) (collectively, "the Parties").

**II. BACKGROUND**

3           On July 26, 2012, the Washington Utilities and Transportation Commission  
(Commission) issued and served upon Ironman a penalty assessment in the amount of  
\$2,300 in connection with 23 violations of WAC 480-15. On August 21, 2012, Ironman  
filed with the Commission an Application for Mitigation, in which it admits the violations  
for which the penalties were assessed, but asked for a hearing and a chance to explain how it  
has come into compliance in a number of areas. The Commission set the matter for a brief  
adjudicative proceeding scheduled for October 11, 2012, at its offices in Olympia,  
Washington.

4           On September 20, 2011, Commission Staff notified the Commission that the parties  
had reached an agreement in this matter. Staff requested on behalf of all parties that the  
hearing in this matter be suspended pending a decision on whether to approve the parties'  
settlement.

**III. AGREEMENT**

5           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**

6           Ironman admits that it violated Commission rules and agrees to pay a \$600 penalty  
for 23 violations of RCW 81.04, WAC 480-15 and Tariff 15-C, including failure to timely

respond to a Commission data request, failure to properly format and complete estimates, failure to properly format and complete bills of lading, use of an unauthorized trade name, failure to adhere to advertising requirements, and failure follow the terms, conditions, rates, and other requirements of Tariff 15-C. The \$600 penalty represents a \$100 penalty per each of six categories of offenses identified on the penalty assessment, and detailed in the Commission's July 2012 Investigation Report in this docket. The penalty will be paid within 30 days of the entry of the Commission's Initial Order in this docket, in the event the Commission approves this Settlement. Ironman agrees that Eric and Kelly Stewart, along with at least one other employee, will attend the Commission's upcoming October 10, 2012, Household Goods Carrier Training.

7 Ironman 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 Ironman or Ironman'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

ROBERT M. MCKENNA  
Attorney General



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MICHAEL A. FASSIO  
Assistant Attorney General  
Counsel for Utilities and  
Transportation Commission Staff

Dated: September 26, 2012

ERIC STEWART d/b/a Ironman Moving  
Services



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ERIC STEWART  
President

Dated: 9-26, 2012