

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

)	
)	
WASHINGTON UTILITIES AND)	DOCKET NO. TV-061396
TRANSPORTATION COMMISSION,)	
)	
Complainant,)	
)	SETTLEMENT AGREEMENT
v.)	
)	
CASCADE MOVING & STORAGE, INC. ,)	
)	
Respondent.)	
_____)	

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 Cascade Moving & Storage, Inc., (Cascade) and the Staff of the Washington Utilities and Transportation Commission (Staff) (collectively, “the Parties”).

II. BACKGROUND

3 In the summer of 2006, Staff performed a compliance audit of the business practices of Cascade Moving & Storage, Inc. 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 July 2006. In conjunction with the report, Staff recommended penalties against Cascade for the types of violations that Staff believed had been previously addressed with technical assistance.

4 In the Notice of Penalties Incurred and Due for Violations of Laws Rules and Regulations issued September 5, 2006, to Cascade, the Commission assessed penalties for violations as follows:

1. Thirty-four violations of WAC 480-15-650(3), for failure to require its customer sign its written estimate form subject to a penalty of \$3,400.

2. One violation of WAC 480-15-660, for failure to issue a supplemental estimate subject to a penalty of \$100.
3. Eight violations of WAC 480-15-690, for charging more than twenty-five percent above the written non-binding estimate, subject to a penalty of \$800.
4. One violation of Item 90 of Tariff 15-B, for failure to require a customer to choose the valuation coverage and note his or her choice on the bill of lading subject to a penalty of \$100.
5. One violation of Item 95, Tariff 15-B, for failure to require customers initial their estimate choice on the bill of lading, subject to a penalty of \$100.
6. One violation of Item 95, Tariff 15-B, for failure to require customers initial their payment choice on the bill of lading, subject to a penalty of \$100.
7. One violation of Tariff 15-B, for failure show the mileage for a mileage rated move on the bill of lading subject to a penalty of \$100.
8. One violation of Item 115, Tariff 15-B, for failure to charge its customer by weight and distance for a mileage-rated move, subject to a penalty of \$100.
9. One violation of Item 200, Tariff 15-B, mileage rates, for failure to charge mileage rates for a move that exceeded thirty-five miles, subject to a penalty of \$100.

The penalties totaled \$4,900.

III. AGREEMENT

- 5 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.
- 6 Cascade admits to all of the violations enumerated in the penalty assessment. The Parties agree that Cascade will pay to the Commission penalties totaling \$3,200 (thirty-two hundred dollars).
- 7 The 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.
- 8 The Parties agree that Cascade will comply with all applicable Commission rules and statutes, including those set forth in the enumerated list of violations and penalties 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

- 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 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.
- 11 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.
- 12 Nothing in this Agreement shall limit or bar any other entity from pursuing legal remedies against Cascade or Cascade' ability to assert defenses to such claims.
- 13 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.
- 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. 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 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

CASCADE MOVING & STORAGE, INC.

ROBERT M. MCKENNA
Attorney General

JENNIFER CAMERON-RULKOWSKI
Assistant Attorney General
Counsel for the Utilities and
Transportation Commission

ERIC L. STEPHENS
President

Dated: _____, 2006.

Dated: _____, 2006.