

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION,

Complainant,

v.

GERALD JAHN D/B/A SPOKANE  
MOVERS

Respondent.

DOCKET TV-100322

NARRATIVE SUPPORTING  
SETTLEMENT AGREEMENT

**I. INTRODUCTION**

1 This Narrative Supporting Settlement Agreement (Narrative) is filed pursuant to WAC 480-07-740(2)(a) on behalf of both Gerald Jahn d/b/a Spokane Movers (Spokane Movers or Company) and Staff of the Utilities and Transportation Commission (Staff) (collectively, “the Parties”). Both parties have signed the Settlement Agreement (Agreement), which is attached to this Narrative. This Narrative summarizes the Agreement. It is not intended to modify any terms of the Agreement.

**II. PROPOSALS FOR REVIEW PROCEDURE**

2 The Parties submit that this matter is considerably less complex than a general rate proceeding and request that review proceed on a timetable for less complex matters, as provided in WAC 480-07-740(1)(b). To the knowledge of either party, there are no opponents of the settlement. Because of the less complex nature of the matter and the uncontested status of the settlement, the Parties suggest that a formal settlement hearing along with the opportunity for public comment are unnecessary in this case.

3           The Parties do not intend to file documentation supporting the Agreement, with the  
exception of the Agreement itself and this Narrative. If the Commission requires supporting  
documents beyond the Agreement, Narrative, and the other documents on file in this docket,  
the Parties will provide documentation as needed.

4           In keeping with WAC 480-07-740(2)(b), the Parties are prepared to present one or  
more witnesses each to testify in support of the proposal and answer questions concerning  
the settlement agreement's details, and its costs and benefits, should such testimony be  
required. In addition, both Staff counsel and the Company president are available to  
respond to any questions regarding the proposed settlement that the Commission may have.

5           The Parties request a streamlined review of the proposed settlement. To that end, the  
parties would prefer an informal review on a paper record. In accordance with WAC 480-  
07-730, the Parties propose the foregoing procedural alternatives for review of the proposed  
Agreement.

### **III. SCOPE OF THE UNDERLYING DISPUTE**

6           The underlying dispute concerns penalties assessed by the Commission against  
Spokane Movers. In 2010, Staff conducted a compliance investigation of the business  
practices of Spokane Movers. The compliance investigation included a review of  
documents from all residential moves performed by Spokane Movers in September and  
October 2009, and the Company's complaint and claim information from September and  
October 2009. Staff found violations of laws and rules enforced by the Commission and  
compiled its findings along with technical assistance and recommendations in an

investigation report dated May 2010.<sup>1</sup> Based on the recommendations in the report, the Commission assessed a \$7,900 penalty against Spokane Movers on May 6, 2009.<sup>2</sup>

7 On May 14, 2010, Spokane Movers filed an application for mitigation, requesting a hearing before an administrative law judge.<sup>3</sup> Commission Staff did not oppose this request.<sup>4</sup> On May 28, 2010, the Commission set the matter for a Brief Adjudicative Proceeding on June 23, 2010.<sup>5</sup> Prior to this hearing, the parties discussed settlement and negotiated an agreement of the issues in dispute.

#### IV. DESCRIPTION OF PROPOSED SETTLEMENT

8 The settlement resolves all of the issues in dispute. Spokane Movers admits to the violations enumerated in the penalty assessment.<sup>6</sup> The settlement reduces the penalty amount due to \$2,000, payable on the first day of the first month after the Commission approves the settlement, and suspends \$5,900 of the penalty amount for one year, provided that Spokane Movers substantially complies with the Commission rules enumerated in the Penalty Assessment and the findings of the Investigation Report.<sup>7</sup> Staff will conduct a follow-up investigation of the business practices of Spokane Movers, and file a copy of its findings in the docket, which will include a recommendation concerning the suspended penalties.<sup>8</sup> Spokane Movers will attend Commission-sponsored training on household goods

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<sup>1</sup> See Staff Investigation Report of Gerald Jahn DBA Spokane Movers, dated May 2010, in Docket TV-100322.

<sup>2</sup> See Notice of Penalties Incurred and Due for Violations of Laws and Rules, issued May 6 2010, Docket TV-100322.

<sup>3</sup> See Application for Mitigation and Request for Hearing on behalf of Spokane Movers, May 14, 2010, Docket TV-100322.

<sup>4</sup> See Commission Staff Response, May 28, 2010, Docket TV-100322.

<sup>5</sup> See Notice of Brief Adjudication, Setting Time for Oral Statements, Docket TV-100322.

<sup>6</sup> See Settlement Agreement, at ¶ 7.

<sup>7</sup> *Id.*, at ¶¶ 8-10.

<sup>8</sup> *Id.*, at ¶ 11.

rules and tariff requirements on June 16, 2010.<sup>9</sup> Spokane Movers commits to compliance with all applicable Commission rules and statutes.<sup>10</sup> The Commission is not precluded from pursuing penalties for violations of Commission rules unrelated to the subject matter of the Agreement or for subsequent violations of the rules and statutes stated in the Agreement.<sup>11</sup>

## **V. STATEMENT OF PARTIES' INTERESTS AND THE PUBLIC INTEREST**

9 As stated in the Agreement, the settlement represents a compromise of the positions of the two parties. The Parties find it is in their best interests to avoid the expense, inconvenience, uncertainty, and delay inherent in a litigated outcome. Likewise, it is in the public interest that this dispute conclude without further expenditure of public resources or litigation expenses. The payment of penalties, the Company's admission of violations, and its commitment in the Agreement to comply with Commission rules and statutes is in the public interest. The Company has already demonstrated this commitment after the Penalty Assessment was issued by its attendance at Commission-sponsored training on household goods rules and tariff requirements in June, and by providing Staff with examples of forms it is currently using that are in compliance with these requirements. It is also in the public interest that the Agreement does not limit the Commission's enforcement abilities with respect to subsequent violations, or violations of Commission rules and statutes unrelated to the subject matter of the docket.

## **VI. LEGAL POINTS THAT BEAR ON PROPOSED SETTLEMENT**

10 In WAC 480-07-700, the Commission expresses its support for parties' informal efforts to resolve disputes without the need for contested hearings when doing so is lawful

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<sup>9</sup> *Id.*, at ¶ 12.

<sup>10</sup> *Id.*, at ¶ 13.

<sup>11</sup> *Id.*


and consistent with the public interest. The Parties have resolved all of the issues in dispute between them, and their resolution complies with Commission rules and, as explained above, is consistent with the public interest.

## VII. CONCLUSION


11 Because the Parties have negotiated a compromise on all of the issues in this dispute, and because the settlement is in the public interest, both parties request that the Commission approve the attached Settlement Agreement.

Respectfully submitted this 23<sup>rd</sup> day of June, 2010.

ROBERT M. MCKENNA  
Attorney General

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

GERALD JAHN D/B/A SPOKANE MOVERS

  
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GERALD M. JAHN 6-21-2010  
Owner and President  
Gerald Jahn d/b/a Spokane Movers