

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

SETTLEMENT AGREEMENT

- 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 Gerald Jahn d/b/a Spokane Movers (Spokane Movers) and Staff of the Washington Utilities and Transportation Commission (Staff) (collectively, “the Parties”).

II. BACKGROUND

- 3 In 2010, Staff performed a compliance investigation of the business practices of Spokane Movers. 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. In conjunction with the report, Staff recommended penalties against Spokane Movers for the types of violations that Staff believed had been previously addressed with technical assistance.

- 4 In a Notice of Penalties Incurred and Due for Violations of Laws Rules and Regulations issued May 6, 2010, to Spokane Movers in this docket, the Commission assessed penalties for 79 violations of various Commission rules, totaling \$7,900, as follows:

- Four violations of WAC 480-15-630 for failure to supply an estimate to each customer prior to moving household goods.

- Sixty-seven violations of WAC 480-15-630 and Tariff 15-C, Item 85(2)(g) for failure to provide inventory cube sheets with estimates.
- Six violations of WAC480-15-630 for failure to provide a supplemental estimate.
- Two violations of WAC 480-15-710 for failure to provide a bill of lading.

5 On May 14, 2010 Spokane Movers filed an Application for Mitigation, and requested a hearing before an administrative law judge. The Commission scheduled a Brief Adjudicative Proceeding for June 23, 2010. Prior to the hearing, the Parties engaged in discussions, which resulted in this Settlement Agreement.

III. AGREEMENT

6 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.

7 Spokane Movers admits to all of the violations enumerated in the penalty assessment.

8 The Parties agree that Spokane Movers will pay to the Commission penalties totaling \$2,000.

9 The penalty 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.

10 The Parties agree that a \$5,900 penalty shall be suspended for and waived after one year from the date the Commission approves this Settlement Agreement, provided that Spokane Movers substantially complies with Commission laws and rules set forth in the Penalty Assessment and the findings in the Investigation Report.

11 Staff will conduct a follow-up investigation of the business practices of Spokane Movers one year from the date the Commission approves this Settlement Agreement, which will include Staff's recommendation as to whether the suspended penalty in ¶ 11 should be waived or imposed. The investigation will be completed by July 31, 2011. A copy of Staff's report of the investigation will be filed in this docket.

12 Spokane Movers agrees to attend Commission-sponsored training on household goods rules and tariff requirements on June 16, 2010.

13 The Parties agree that Spokane Movers will comply with all applicable Commission rules and statutes, including those set forth in the Penalty Assessment and the enumerated list of violations 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


- 14 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.
- 15 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.
- 16 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.
- 17 Nothing in this Agreement shall limit or bar any other entity from pursuing legal remedies against Spokane Movers or Spokane Movers' ability to assert defenses to such claims.
- 18 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.
- 19 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.
- 20 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.
- 21 The Parties shall take all actions necessary as appropriate to carry out this Agreement.
- 22 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.

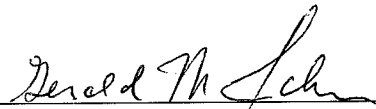
WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

GERALD JAHN D/B/A SPOKANE
MOVERS

ROBERT M. MCKENNA
Attorney General



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Assistant Attorney General
Counsel for the Utilities and
Transportation Commission Staff



GERALD M. JAHN
Owner and President
Gerald Jahn d/b/a Spokane Movers

Dated: June 23, 2010

Dated: 6-21-2010, 2010