

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,

Complainant,

v.

JFS TRANSPORT, INC. D/B/A
COAST MOVERS

Respondent.

DOCKET TV-180315

NARRATIVE SUPPORTING
SETTLEMENT AGREEMENT

I. INTRODUCTION

1 This Narrative Supporting Settlement Agreement (“Narrative”) is filed pursuant to Washington Administrative Code (WAC) 480-07-740(2)(a) on behalf of both JFS Transport, Inc. d/b/a Coast Movers (“JFS Transport” or “Company”) and the Staff of the Washington Utilities and Transportation Commission (“Staff”) (collectively, the “Parties”). The Parties have signed the Settlement Agreement, which is being filed concurrently with this Narrative. This Narrative summarizes the Settlement Agreement. It is not intended to modify any terms of the Settlement 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 this matter and the

uncontested status of the settlement, the Parties concur that a formal settlement hearing along with the opportunity for public comment are not necessary in this case.

3 The Parties do not intend to file documentation supporting the Settlement Agreement, with the exception of the Settlement Agreement itself and this Narrative. If the Commission requires supporting documents beyond the Settlement 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, representatives of both Parties are available to respond to any questions regarding the proposed Settlement Agreement that the Commission may have.

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

III. SCOPE OF THE UNDERLYING DISPUTE

6 The underlying dispute concerns JFS Transport's compliance with Commission rules and Household Goods Tariff 15-C. After receiving a consumer's informal complaint submitted to the Commission on March 20, 2017, Staff initiated a compliance investigation into the business practices of JFS Transport to determine if the Company was in compliance with Commission rules and Tariff 15-C. During its investigation, Staff reviewed documents related to 45 intrastate moves conducted by JFS Transport between February 1, 2017, and

April 30, 2017. The documents reviewed included bills of lading and customer invoices. Staff's investigation found that the Company violated multiple Commission rules and provisions of Tariff 15-C.

7 On June 20, 2018, the Commission served on JFS Transport a Complaint for Penalties; Notice of Brief Adjudicative Proceeding (the "Complaint"). The Complaint alleged that the Company committed violations of WAC 480-15-490, WAC 480-15-610, WAC 480-15-620, WAC 480-15-630, WAC 480-15-710, WAC 480-15-800, and Tariff 15-C, Items 85, 95, 205, and 230, and sought monetary penalties and customer refunds of improperly-billed charges.

8 Prior to the hearing, the Parties engaged in settlement discussions, which resulted in the Settlement Agreement.

IV. DESCRIPTION OF PROPOSED SETTLEMENT

9 The Settlement Agreement resolves all of the issues in dispute between the Parties. JFS Transport admits that it violated Commission rules and Tariff 15-C provisions as alleged in the Complaint. Under the Settlement Agreement, the Company will refund customers a total of \$3,324.50 for the overcharges detailed in the Complaint and Staff's Investigation Report. The Settlement Agreement also provides for a penalty assessment against the Company of \$15,000, \$5,000 of which will be paid in 20 installments of \$250, and \$10,000 of which will be suspended for, and waived after, two years from the date that the Commission approves the Settlement Agreement, provided that the Company, upon inspection by Staff, is found to have no further violations of Commission rules and Tariff 15-C. Staff will commence a review within two years from the date the Commission approves the Settlement Agreement and will provide its recommendation as to whether the

suspended penalty should be waived or imposed. In addition, the Settlement Agreement contains a compliance plan in which the Company agreed: to send its owner and two employees to the Commission's household goods movers training; to create and use for all intrastate moves a Bill of Lading, Cube Sheet, and Estimate form created from the model forms on the Commission's website; to create a Complaint form in compliance with Commission rules for customers who wish to file a complaint; and to create a Moving Checklist for its internal use to guide its employees through the required steps and paperwork for each move.

V. STATEMENT OF PARTIES' INTERESTS AND THE PUBLIC INTEREST

10 As stated in the Settlement Agreement, the settlement represents a compromise of the positions of the 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 for this dispute to conclude without the further expenditure of public resources on litigation expenses.

11 The Parties agree that the \$15,000 penalty is appropriate for the violations detailed in Staff's Investigation Report in light of the fact that this is the first complaint for penalties of this nature against the Company, and suspension of \$10,000 of the penalty will provide a strong financial incentive for compliance. In addition to this penalty, the Company will refund to customers a total of \$3,324.50 for all of the overcharges detailed in Staff's Investigation Report.

12 Staff's primary goal with enforcement is compliance. JFS Transport has expressed its intent to conform to state laws, regulations, and Tariff 15-C. The Company's owner, Jonathon Sheridan, attended the Commission's household good movers training with two of

his employees on August 15, 2018. The Company also worked with Staff to create a plan and the necessary forms to help ensure future compliance. Staff's compliance review within two years will verify that the Company is operating in compliance with the rules and tariff provisions at issue.

13 For the reasons explained above, the Settlement Agreement as a whole is in the public interest, as well as the interests of the Parties. Staff and JFS Transport, therefore, recommend that the Commission approve the Settlement Agreement in its entirety.

VI. LEGAL POINTS THAT BEAR ON PROPOSED SETTLEMENT

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

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VII. CONCLUSION

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Because the Parties have negotiated a compromise on all of the issues in this dispute and because the settlement is in the public interest, the Parties request that the Commission issue an order approving the Settlement Agreement in full.

Respectfully submitted this ____ of September, 2018.

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

JFS TRANSPORT, INC. D/B/A COAST
MOVERS

ROBERT W. FERGUSON
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CHRISTOPHER M. CASEY
Assistant Attorney General
Counsel for the Utilities and
Transportation Commission Staff

JONATHON SHERIDAN
Owner of JFS Transport, Inc. D/B/A Coast
Movers

Dated: _____, 2018

Dated: _____, 2018

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Dated: _____, 2018

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Dated: Sept. 13, 2018