

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

SETTLEMENT AGREEMENT

1 This Settlement Agreement is a full settlement pursuant to WAC 480-07-730
because it is an agreement between all parties that resolves all issues raised in the above
docket.

I. PARTIES

2 The parties to this Settlement Agreement are 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").

II. AGREED FACTS

3 JFS Transport holds a permit issued by the Washington Utilities and Transportation
Commission ("Commission") for the intrastate transportation of household goods in
Washington State.

4 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
Household Goods 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.

5 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.

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

III. AGREEMENT

7 The Parties have reached agreement on the issues raised in the above docket and 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.

8 **Admission of Violations** – JFS Transport admits that it committed 241 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, as alleged in the Complaint.

9 **Customer Refunds** – The Parties agree that JFS Transport will issue a refund to the customers it overcharged for intrastate moves between February 1, 2017, and April 30,

2017, as set forth in the Complaint and Staff's Investigation Report—a total refund of \$3,324.50. JFS Transport will issue the refunds within one month of the date in which the Commission issues an order approving this Settlement Agreement. JFS Transport will clearly explain the reasons for the refunds to applicable customers via a notice, which Staff will review and approve prior to when the refunds are issued.

10 **Monetary Penalty** – The Parties agree that the Commission should assess a total penalty in the amount of \$15,000. The Parties agree that JFS Transport will pay to the Commission penalties totaling \$5,000 in 20 consecutive monthly installments of \$250, each of which is due and payable no later than the 1st day of each month for 20 months beginning in the first month after the date in which the Commission issues an order approving this Settlement Agreement. JFS Transport may make payments in advance of these due dates to discharge its payment obligation. Any prepayment of the penalty amount will be credited to the last date an installment is due. However, if the Company fails to pay any installment by the due date, the entire remaining balance of payments, including any suspended portion of the penalty, will become immediately due and payable without further Commission order.

11 The Parties further agree that the remaining \$10,000 penalty amount shall be suspended for, and waived after, two years from the date the Commission issues an order approving this Settlement Agreement, provided that JFS Transport, upon inspection by Staff, incurs no repeat violations of state law, Commission orders, rules, or Tariff 15-C during that two-year period.

12 Commission Staff will conduct a review within two years from the date the Commission approves this Settlement Agreement and will provide to the Commission its recommendation on whether the suspended penalty in paragraph eleven (11) should be waived or imposed.

13

Compliance Plan – The Parties agree that Mr. Sheridan and two other JFS Transport employees will attend the Commission’s household goods movers training, which they did on August 15, 2018. The Parties also agree that JFS transport will 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. The Company will also create a Complaint Form in compliance with Commission rules for customers who wish to file a complaint. In addition, the Company will create a Moving Checklist for its internal use to guide its employees through the required steps and paperwork for each move. The Company will retain its completed checklist along with its copy of signed written Estimate, Bill of Lading, and any other documents related to the move consistent with Commission rules and for no less than the two years from the date the Commission approves this Settlement Agreement. The Moving Checklist, Sample Bill of Lading, Sample Cube Sheet, Sample Estimate, and Complaint Form are attached to this Settlement Agreement in Appendix A - E.

IV. GENERAL PROVISIONS

14

The Parties agree that this Settlement Agreement reflects the settlement of all contested issues between them in this proceeding. The Parties understand that this Settlement Agreement is not binding unless and until approved by the Commission.

15

The Parties agree to cooperate in submitting this Settlement Agreement promptly to the Commission for approval. The Parties agree to support adoption of this Settlement Agreement in proceedings before the Commission through testimony or briefing. No party to this Settlement Agreement or their agents, employees, consultants, or attorneys will engage in advocacy contrary to the Commission’s adoption of this Settlement Agreement.

16 Nothing in this Settlement Agreement shall limit or bar any other entity from pursuing legal remedies against JFS Transport or JFS Transport ability to assert defenses to such claims.

17 The Parties have entered into this Settlement Agreement to avoid further expense, inconvenience, uncertainty, and delay of continuing litigation. The Parties recognize that this Settlement Agreement represents a compromise of the Parties' positions. As such, conduct, statements, and documents disclosed during negotiations of this Settlement Agreement shall not be admissible as evidence in this or any other proceeding, except in any proceeding to enforce the terms of this Settlement Agreement or any Commission order fully adopting those terms. This Settlement Agreement shall not be construed against either party because it was a drafter of this Settlement Agreement.

18 The Parties have negotiated this Settlement Agreement as an integrated document to be effective upon execution and Commission approval. This Settlement Agreement supersedes all prior oral and written agreements on issues addressed herein. Accordingly, the Parties recommend that the Commission adopt this Settlement Agreement in its entirety.

19 The Parties may execute this Settlement Agreement in counterparts and as executed shall constitute one agreement. Copies sent by facsimile or electronic mail are as effective as original documents.

20 The Parties shall take all actions necessary, as appropriate, to carry out this Settlement Agreement.

21 In the event that the Commission rejects or modifies any portion of this Settlement Agreement, each party reserves the right to withdraw from this Settlement Agreement by written notice to the other party and the Commission. Written notice must be served within ten (10) business days of the Order rejecting part or all of this Settlement Agreement. In

such event, neither party will be bound or prejudiced by the terms of this Settlement Agreement, and either party shall be entitled to seek reconsideration of the Order.

Respectfully submitted this 14th day of September, 2018.

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

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

ROBERT W. FERGUSON
Attorney General

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

KRISTINA SOUTHWELL, WSBA 51097
Gordon Thomas Honeywell, LLP
1201 Pacific Ave. Tacoma, WA
Counsel for JFS Transport, Inc. D/B/A
Coast Movers

Dated: _____, 2018

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WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

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MOVERS

ROBERT W. FERGUSON
Attorney General



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

Dated: Sept. 12, 2018

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

Dated: _____, 2018

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Counsel for JFS Transport, Inc. D/B/A
Coast Movers

Dated: _____, 2018

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MOVERS

ROBERT W. FERGUSON
Attorney General

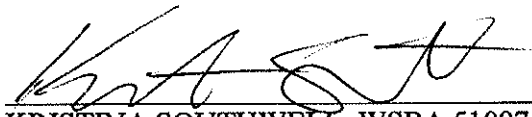
CHRISTOPHER M. CASEY
Assistant Attorney General
Counsel for the Utilities and
Transportation Commission Staff



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

Dated: _____, 2018

Dated: 09-12, 2018



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Dated: Sept. 13, 2018