

BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION

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WASHINGTON UTILITIES AND)	DOCKET NO. TV-051472
TRANSPORTATION COMMISSION,)	
)	
Complainant,)	
)	
v.)	NARRATIVE SUPPORTING
)	SETTLEMENT AGREEMENT
)	
JORDAN RIVER MOVING & STORAGE,)	
INC.,)	
)	
)	
Respondent.)	
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I. INTRODUCTION

This Narrative Supporting Settlement Agreement (Narrative) is filed pursuant to WAC 480-07-740(2)(a) on behalf of both Jordan River Moving & Storage, Inc., (Jordan River) and the Staff of the Utilities and Transportation Commission (Staff). 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

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 counsel are available to respond to any questions regarding the proposed settlement that the Commission may have.

The parties request a streamlined review of the proposed settlement. To that end, the parties waive entry of an initial order, so that the record can be submitted directly to the Commissioners. Finally, the parties would prefer an informal, in camera 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

5 The underlying dispute concerned penalties assessed by the Commission against Jordan River. In June of 2004, Staff conducted a compliance audit of the business practices of Jordan River. This audit culminated in an audit report dated December 2004, which describes each violation and provides the text of the applicable statute or rule. Following

delivery of the audit report to Jordan River, and following further exchanges of information constituting additional technical assistance on the part of Staff, Jordan River filed a compliance plan on January 31, 2005.

6 In the spring of 2005, Staff performed a follow-up audit to ascertain whether the company had implemented its compliance plan. Staff found violations of laws and rules enforced by the Commission and compiled their findings along with technical assistance and recommendations in an audit report dated September 2005. In conjunction with the report, the Commission assessed penalties against Jordan River for the types of violations that had been addressed with technical assistance during the 2004 audit.

7 In response to the penalty assessment, Jordan River filed a request for hearing and requested mitigation. Jordan River's response included claims that most of the violations were technical; that all of the customers allegedly overcharged had been refunded, that the overcharges were de minimus (many less than \$10.00), and that some violations, including use of actual mileage rather than Rand McNally mileage, resulted in small savings to the customers.

8 The parties entered into settlement discussions covering all of the issues in dispute and negotiated an agreement.

IV. DESCRIPTION OF PROPOSED SETTLEMENT

9 The settlement resolves all issues in the dispute. Jordan River admits to the violations in the penalty assessment¹, which include violations for failure to inspect goods to be shipped prior to providing a written estimate; failure to complete estimate forms and bills

¹ The company admits to all violations, with the exception of two that Staff determined were assessed in error.

of lading according to applicable laws and regulations; failure to issue a supplemental estimate on one move and charging more than 125% of the written estimate; failure to provide and/or to indicate on bills of lading that customers received or refused a copy of the brochure, "Your Rights & Responsibilities as a Moving Company Customer"; failure to ensure that the customer selected a valuation option and failure to appropriately note the valuation selection on the bills of lading; charging for items such as tape and white paper that are not listed in Tariff 15-A and, thus, may not be charged to the customer; failure to comply with minimum charge requirements; charging customers a flat travel fee rather than charging for time starting when the moving vehicle left the carrier's terminal; charging mileage rates rather than hourly rates on a move although the Rand McNally Mileage Guide listed the mileage as under 35 miles with use of a public ferry; failure to notify several customers in writing that their claims had been received; failure to advise several customers of the resolution of their claims; and failure to record all required information in the company's claims and complaints files. The settlement reduces penalties totaling \$22,800 to \$13,000.

V. STATEMENT OF PARTIES' INTERESTS AND THE PUBLIC INTEREST

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As stated in the Settlement 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 necessitated by ongoing adversarial proceedings. Likewise, it is in the public interest that this dispute conclude without the further expenditure of public resources on protracted litigation.

VI. LEGAL POINTS THAT BEAR ON PROPOSED SETTLEMENT

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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 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


12

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.

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

JORDAN RIVER MOVING &
STORAGE, INC.

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Storage, Inc.

Dated: May 4, 2006.

Dated: _____, 2006.

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