

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,

Complainant,

v.

JORDAN RIVER MOVING & STORAGE,
INC.,

Respondent.

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)
) DOCKET NO. TV-051472
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) SETTLEMENT AGREEMENT
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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 Jordan River Moving & Storage, Inc., (Jordan River) and the Staff of the Washington Utilities and Transportation Commission (Staff) (collectively, "the Parties").

II. BACKGROUND

3 In the spring of 2005, Staff performed a compliance audit of the business practices of Jordan River Moving & Storage, Inc. Staff found violations of laws and rules enforced by the commission and compiled its findings along with technical assistance and recommendations in an audit report dated September 2005. In conjunction with the report, Staff recommended penalties against Jordan River for the types of violations that Staff believed had been previously addressed with technical assistance.

4 In the Notice of Penalties Incurred and Due for Violations of Laws Rules and Regulations issued October 20, 2005, to Jordan River, the commission assessed penalties for violations as follows:

1. One violation of WAC 480-15-650(1), for Jordan River's failure to visually inspect the goods to be shipped prior to providing a written estimate on one

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written estimate between April 1, 2005, and June 30, 2005. Total penalty of \$100.00.

2. Four violations of WAC 480-15-650(2)(d), for Jordan River's failure to include complete destination addresses on four written estimates between April 1, 2005, and April 30, 2005. Total penalty of \$400.00.
3. Four violations of WAC 480-15-650(3), for Jordan River's failure to obtain the customer's signature on four written estimates between April 1, 2005, and April 30, 2005. Total penalty of \$400.00.
4. One violation of WAC 480-15-660 and Tariff 15-A, Item 85, for Jordan River's failure to issue a supplemental estimate on one estimate between April 1, 2005, and April 30, 2005. Total penalty of \$100.00.
5. One violation of WAC 480-15-650 and Tariff 15-A, Item 95(g), for Jordan River charging more than 125% of the written estimate on one estimate between April 1, 2005, and April 30, 2005. Total penalty of \$100.00.
6. Thirty-one violations of WAC 480-15-710, for failure of Jordan River's driver to sign 31 hourly-rated bills of lading indicating receipt of the goods from the customer between April 1, 2005, and April 30, 2005. Total penalty of \$3,100.00.
7. Twenty-five violations of WAC 480-15-740(8) and Tariff 15-A, Item 95(2)(o), for Jordan River's failure to a note that the customer was provided a copy of the brochure, "Your Rights & Responsibilities as a Moving Company Customer," or that the customer refused a copy when it was offered, on 25 hourly-rated bills of lading between April 1, 2005, and April 30, 2005. Total penalty of \$2,500.00.
8. Eight violations of WAC 480-15-490(5) and Tariff 15-A, Item 90(5), for Jordan River's failure to ensure that the customer selected a valuation option and made the appropriate notation on the bills of lading prior to the customer's goods being loaded on eight hourly-rated bills of lading between April 1, 2005, and April 30, 2005. Total penalty of \$800.00.
9. Twenty-one violations of WAC 480-15-490(5) and Tariff 15-A, Item 95(2)(c), for Jordan River's failure to list the exact name of the consignee (i.e., the person accepting the goods at the delivery) on 21 hourly-rated bills of lading between April 1, 2005, and April 30, 2005. Total penalty of \$2,100.00.

10. Eleven violations of WAC 480-15-740(3), for Jordan River's failure to list the exact address at which the shipment, or any part of that shipment, was loaded or unloaded on 11 hourly-rated bills of lading between April 1, 2005, and April 30, 2005. Total penalty of \$1,100.00.
11. Sixteen violations of WAC 480-15-490(5) and Tariff 15-A, Item 95(2)(g), for Jordan River's failure to ensure that the customer properly initialed the type of estimate (binding or non-binding) under which the shipment was moving on 16 hourly-rated bills of lading between April 1, 2005, and April 30, 2005. Total penalty of \$1,600.00.
12. Eight violations of WAC 480-15-490(5) and Tariff 15-A, Item 95(2)(h), for Jordan River's failure to ensure that the customer selected and initialed on the bill of lading the type of valuation coverage under which the shipment was moving on eight hourly-rated bills of lading between April 1, 2005, and April 30, 2005. Total penalty of \$800.00.
13. Thirty-nine violations of WAC 480-15-490(5) and Tariff 15-A, Item 225, for Jordan River charging for items not listed in the tariff for hourly-rated moves, such as tape and white paper, on 39 hourly-rated bills of lading between April 1, 2005, and April 30, 2005. Total penalty of \$3,900.00.
14. Nine violations of WAC 480-15-490(5) and Tariff 15-A, Item 230(5), for Jordan River's failure to comply with the requirement that the minimum charge for a shipment moving under hourly rates is one hour on nine hourly-rated bills of lading between April 1, 2005, and April 30, 2005. Total penalty of \$900.00.
15. Twenty-nine violations of WAC 480-15-490(5) and Tariff 15-A, Item 230(6), for Jordan River's failure to bill the customer for the time beginning when the moving vehicle left the carrier's terminal until the time the vehicle returned to the carrier's terminal or was dispatched to another job on 29 hourly-rated bills of lading between April 1, 2005, and April 30, 2005. Total penalty of \$2,900.00.
16. Three violations of WAC 480-15-490(5), for Jordan River's failure to charge the rates and charges for mileage rated moves contained in the tariff unless the Commission has approved, in writing, deviations from the tariff, on one mileage-rated move between April 1, 2005, and April 30, 2005. Total penalty of \$300.00.

17. One violation of WAC 480-15-740(3) and Tariff 15-A, Item 95(2)(d), for Jordan River's failure to list on mileage-rated bills of lading the exact address at which the shipment, or any part of that shipment, was loaded or unloaded, on one mileage-rated move between April 1, 2005, and April 30, 2005. Total penalty of \$100.00.
18. Two violations of WAC 480-15-490(5) and Tariff 15-A, Item 95(2)(g), for Jordan River's failure to ensure that the customer properly initialed the type of estimate (binding or non-binding) under which the shipment is moving on two mileage-rated bills of lading between April 1, 2005, and April 30, 2005. Total penalty of \$200.00.
19. One violation of WAC 480-15-490(5) and Tariff 15-A, Item 110(2), for Jordan River's failure to use the Rand McNally Mileage Guide to determine mileage on one mileage-rated move between April 1, 2005, and April 30, 2005. Total penalty of \$100.00.
20. One violation of WAC 480-15-490(5) and Tariff 15-A, Item 175(a), for Jordan River's failure to pass through to the customer the actual cost of ferry fares on one mileage-rated move between April 1, 2005, and April 30, 2005. Total penalty of \$100.00.
21. One violation of WAC 480-15-490(5) and Tariff 15-A, Item 175(c), for Jordan River's failure to record on the bill of lading the exact time its vehicle and employee(s) were on board a commercial ferry or are waiting in line to board the ferry, and bill the customer appropriately for this time, on one mileage-rated move between April 1, 2005, and April 30, 2005. Total penalty of \$100.00.
22. One violation of WAC 480-15-490(5) and Tariff 15-A, Item 200, for Jordan River's failure to apply mileage rates only on shipments moving more than 35 miles on one mileage-rated move between April 1, 2005, and April 30, 2005. Total penalty of \$100.00.
23. Two violations of WAC 480-15-490(5) and Tariff 15-A, Item 195-A, for Jordan River charging for items not listed in the tariff for mileage-rated moves, such as tape and white paper, on two mileage-rated moves between April 1, 2005, and April 30, 2005. Total penalty of \$200.00.
24. Three violations of WAC 480-15-810(1), for Jordan River's failure to notify the customer, in writing, within ten working days of the receipt of the customer's claim on three claims between January 1, 2005 and June 30, 2005. Total penalty of \$300.00.

25. Three violations of WAC 480-15-810(3), for Jordan River's failure to advise the customer of the resolution of the claim on three claims between January 1, 2005 and June 30, 2005. Total penalty of \$300.00.
26. Two violations of WAC 480-15-860, for Jordan River's failure to record all required information in the company's claims and complaints files between January 1, 2005 and June 30, 2005. Total penalty of \$200.00.

The penalties totaled \$22,800.

III. AGREEMENT

- 5 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.
- 6 Jordan River admits to the violations enumerated in the penalty assessment, excluding one violation each of Tariff 15-A, item 90(5) and item 95(2)(h) (associated with penalty items number 8 and 12 respectively), which were assessed in error. The Parties agree that Jordan River will pay to the commission penalties totaling \$13,000.00 (thirteen thousand dollars).
- 7 The amount shall be ordered due and payable in 6 monthly installments beginning the first day of the first month after the commission issues its order approving this Settlement Agreement. Each installment shall be due and payable on the first of each month, with a five-day grace period. If the company fails to timely make any payment, the full remaining balance will be due and payable within 10 days. The amount of the first installment shall be \$3,000. Each of the remaining installments shall be \$2,000.
- 8 The Parties agree that Jordan River will comply with all applicable commission rules and statutes, including those set forth in the enumerated list of violations and penalties 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

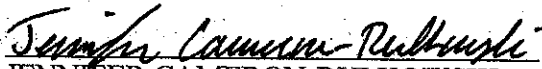
- 9 The Parties agree that this Settlement Agreement is a settlement of all contested issues between them in this proceeding. The Parties understand that this Settlement Agreement is not binding unless and until accepted by the commission.

- 10 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.
- 11 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 the commission staff's recommendation to approve the settlement is not binding on the commission itself.
- 12 Nothing in this Agreement shall limit or bar any other entity from pursuing legal remedies against Jordan River or Jordan River's ability to assert defenses to such claims.
- 13 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.
- 14 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.
- 15 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.
- 16 The Parties shall take all actions necessary as appropriate to carry out this Agreement.
- 17 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

JORDAN RIVER MOVING &
STORAGE, INC.

ROB MCKENNA
Attorney General



JENNIFER CAMERON-RULKOWSKI
Assistant Attorney General
Counsel for the Utilities and
Transportation Commission

Dated: May 3, 2006.


out of state
JACK BRACHA
President

Dated: 04/27, 2006.

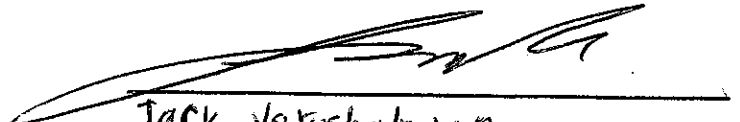
Approved as to form by


MARK D. KIMBALL
Counsel for Jordan River Moving &
Storage, Inc.

Dated: _____, 2006.


Sharon Joseph
Secretary

Dated: 04/27/2006


Jack Yerushalmian
Treasurer

Dated: 04/27/2006

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

JORDAN RIVER MOVING &
STORAGE, INC.

ROB MCKENNA
Attorney General

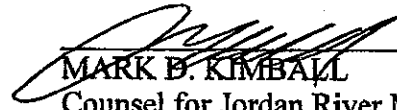
JENNIFER CAMERON-RULKOWSKI
Assistant Attorney General
Counsel for the Utilities and
Transportation Commission

Dated: _____, 2006.

JACK BRACHA
President

Dated: _____, 2006.

Approved as to form by



MARK B. KIMBALL
Counsel for Jordan River Moving &
Storage, Inc.

Dated: 5-3, 2006.