

**BEFORE THE WASHINGTON  
UTILITIES AND TRANSPORTATION COMMISSION**

WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION,

Complainant,

v.

SUPER FRIENDS MOVING, LLC d/b/a  
SUPER FRIENDS MOVING,

Respondent.

DOCKET TV-190835

SETTLEMENT AGREEMENT

**I. INTRODUCTION**

*1* The regulatory staff (Staff) of the Washington Utilities and Transportation Commission (Commission), the Public Counsel Unit of the Washington State Attorney General’s Office (Public Counsel), and Super Friends Moving, LLC d/b/a Super Friends Moving (Super Friends), through their authorized representatives, enter into the following settlement agreement (Settlement) to resolve the issues raised in Docket TV-190835.

*2* This Settlement is a “full settlement” as that term is defined in WAC 480-07-730(3)(a) because it resolves all issues among all of the parties to this docket. It is subject to review and disposition by the Commission to determine whether it complies with the applicable legal requirements and whether its approval is consistent with the public interest.<sup>1</sup>

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<sup>1</sup> WAC 480-07-740, -750.

## **II. BACKGROUND**

3           In April 2017, the Commission, in Docket TV-170206, entered a stipulated order  
classifying Super Friends as a household goods carrier and ordering it to cease and desist  
from engaging in business as such unless and until it obtained from the Commission a  
permit authorizing it to do so.

4           Super Friends thereafter applied for and received a household goods carrier permit  
from the Commission. In May 2019, however, the Commission canceled that permit when  
Super Friends failed to submit proof of insurance as required by the Commission's rules.

5           Between September 2019 and January 2020, Staff investigated and discovered that  
Super Friends had continued to engage in business as a household goods carrier despite the  
cancellation of its permit. Based on that investigation, the Commission, through Staff,  
complained against Super Friends for violations of RCW 81.80.075 and the cease-and-desist  
order entered in Docket TV-170206.

6           The Commission entered a prehearing conference order that, among other things,  
required the parties to hold a settlement conference as required by its rules. The parties  
conferred on the date specified and were ultimately able to reach agreement on terms to  
resolve their dispute.

## **III. TERMS OF AGREEMENT**

7           The parties have reached an agreement on the issues raised in Docket TV-190835,  
and present this Settlement for the Commission's consideration and approval. The parties  
therefore adopt the following Settlement, which the parties enter into voluntarily, to resolve  
the matters in dispute between them and to expedite the orderly disposition of this  
proceeding:

- Penalty – The Parties agree to a penalty of \$20,000, and Super Friends agrees to pay the full penalty amount.
- Payment Plan – The Parties agree that Super Friends should be allowed to pay the penalty through a payment plan. The Parties agree that Super Friends will pay the penalty imposed in this docket in four monthly installments of \$5,000. In light of COVID-19, the company’s first payment will be due by 5 p.m. on October 1, 2020.
- Super Friends will return a deposit paid by Staff to book a move in December 2019.
- Staff will not oppose any forthcoming household goods carrier permit application by Super Friends based on the unlawful operations that are the subjects of Staff’s complaint so long as Super Friends:
  - Pays the penalty as described above;
  - Refunds Staff’s deposit as described above;
  - Complies with RCW 81.80.075 and the cease-and-desist order entered by the Commission in Docket TV-170206 by ceasing to engage in business as a household goods carrier until it obtains a permit. The company will cease performing jurisdictional moves, cease advertising jurisdictional services, and cease offering or entering into agreements to perform jurisdictional services;
  - Attends Commission-sponsored household goods training. If Super Friends attends the household goods carrier orientation in June 2020 in order to advance an application for a household goods carrier permit,

Super Friends must also attend the full training offered by the Commission in August 2020; and

- Agrees to an extension of its provisional period to a length of 24 months to allow Staff to verify its compliance with the Commission’s rules and reporting requirements over two annual cycles.
- If Super Friends fails to comply with the terms listed above, Staff will be free to contest any application for household goods authority filed by Super Friends based on its unlawful operations.
- The parties acknowledge that any further violations of RCW 81.80.075 and the cease-and-desist order entered in Docket TV-170206 may result in additional enforcement action by the Commission pursuant to its statutory authority to enforce the public service laws. Such enforcement action could include a complaint to impose penalties by the Commission or a petition for judicial enforcement of the Commission’s cease and desist order by the superior court.

#### **IV. GENERAL PROVISIONS**

8           Public interest: The parties submit that this Settlement promotes the public interest, and that it is appropriate for the Commission’s acceptance without conditions under WAC 480-07-750(2)(a).

9           Effective date: This Settlement is effective on the service date of a final Commission order approving it, or on the date that an initial order approving it becomes a final order pursuant to WAC 480-07-825(7), whichever occurs first.

10          Advocacy: The parties agree to cooperate in submitting this Settlement promptly to the Commission for acceptance. The parties agree to support adoption of this Settlement in

proceedings before the Commission. No party to this Settlement or its agents, employees, consultants, or attorneys will engage in advocacy contrary to the Commission's adoption of this Settlement.

11            Construction: This Settlement shall not be construed against any party solely because that party was a drafter of the Settlement.

12            Other proceedings: This Settlement shall have no precedential or preclusive effect in other proceedings except in a proceeding to enforce its terms. In the event this Settlement does not become effective, this Settlement shall be null and void, with no binding effect on the settling parties and with no precedential or preclusive effect on the parties regarding the continued litigation in Docket TV-190835. In the event that the Commission rejects all or any portion of this Settlement, or accepts the settlement upon conditions not proposed in this Settlement, each party reserves the right to withdraw from this Settlement by written notice to the other party and the Commission. Written notice must be served within 10 business days of service of the order rejecting part or all of this Settlement or imposing conditions not proposed in this Settlement. In such event, no party will be bound or prejudiced by the terms of this Settlement, and the parties agree to cooperate in developing a procedural schedule.

13            Settlement discussions: The parties have entered into this Settlement to avoid further expense, inconvenience, uncertainty, and delay. As such, conduct, statements, and documents disclosed during negotiations of this Settlement shall not be admissible as evidence in this or any other proceeding, except in any proceeding to enforce the terms of this Settlement or any Commission order fully adopting those terms.

14           Final agreement: The parties have negotiated this Settlement as an integrated document to be effective upon execution. This Settlement supersedes all prior oral and written agreements on issues addressed herein.

15           Counterparts: The parties may execute this Settlement in counterparts and as executed shall constitute one agreement. A signed signature page sent by facsimile or email is as effective as an original document.

16           Authorized representatives: Each person signing this Settlement warrants that he or she has authority to bind the party that he or she represents.

DATED this 29th day of May, 2020.

SUPER FRIENDS MOVING, LLC

\_\_\_\_\_  
JAKUB RAICH  
Governing Person  
6920 Roosevelt Way NE  
Seattle, WA 98115  
(206) 302-8833

PUBLIC COUNSEL UNIT

ROBERT W. FERGUSON  
Attorney General

\_\_\_\_\_  
LISA W. GAFKEN, WSBA No. 31549  
Assistant Attorney General  
Office of the Attorney General  
Public Counsel Unit  
800 Fifth Avenue, Suite 2000  
Seattle, WA 98104  
(206) 464-6595  
[Lisa.Gafken@atg.wa.gov](mailto:Lisa.Gafken@atg.wa.gov)  
Attorney for Public Counsel

WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION

ROBERT W. FERGUSON  
Attorney General

*/s/ Jeff Roberson*\_\_\_\_\_  
JEFF ROBERSON, WSBA No. 45550  
Assistant Attorney General  
Office of the Attorney General  
Utilities and Transportation Division  
P.O. Box 40128  
Olympia, WA 98504  
(360) 664-1189  
[jeff.roberson@utc.wa.gov](mailto:jeff.roberson@utc.wa.gov)  
Attorney for Commission Staff


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PUBLIC COUNSEL UNIT

ROBERT W. FERGUSON  
Attorney General

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LISA W. GAFKEN, WSBA No. 31549  
Assistant Attorney General  
Office of the Attorney General  
Public Counsel Unit  
800 Fifth Avenue, Suite 2000  
Seattle, WA 98104  
(206) 464-6595  
[Lisa.Gafken@atg.wa.gov](mailto:Lisa.Gafken@atg.wa.gov)  
Attorney for Public Counsel

WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION

ROBERT W. FERGUSON  
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---

JEFF ROBERSON, WSBA No. 45550  
Assistant Attorney General  
Office of the Attorney General  
Utilities and Transportation Division  
P.O. Box 40128  
Olympia, WA 98504  
(360) 664-1189  
[jeff.roberson@utc.wa.gov](mailto:jeff.roberson@utc.wa.gov)  
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*Lisa W. Gafken*

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LISA W. GAFKEN, WSBA No. 31549  
Assistant Attorney General  
Office of the Attorney General  
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