

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

In the Matter of Determining the Proper
Carrier Classification of, and Complaint for
Penalties against:

MOVE FOR LESS LLC

DOCKET TV-190217

SETTLEMENT AGREEMENT

I. OVERVIEW

1 Staff of the Washington Utilities and Transportation Commission (Staff) and Move
for Less LLC (Move for Less or Company) (collectively the Parties), through their
authorized representatives, enter into the following settlement agreement (Agreement) to
resolve all issues in Docket TV-190217, which concerns the proper carrier classification of,
and complaint for penalties against the Company based on a Company advertisement and/or
solicitation found by Staff on September 27, 2019.¹

2 This Agreement is a “full settlement” as defined in Washington Administrative Code
(WAC) 480-07-730(1) because it is entered into by all parties and resolves all issues raised
in Docket TV-190217. This Agreement is subject to the review and disposition by the
Washington Utilities and Transportation Commission (Commission) to determine whether it
complies with the applicable legal requirements and whether approval of the Agreement is
consistent with the public interest. WAC 480-07 §§ 740-50.

¹ For clarity, no reference to “Move for Less LLC” or “Move for Less” in this Agreement or the supporting
joint narrative shall be interpreted or construed to apply to Two Men and a Moving Van LLC d/b/a Move for
Less.

II. TERMS OF AGREEMENT

3 The Parties have reached an agreement on the issues raised in Docket TV-190217
and present this Agreement for the Commission's consideration and approval. The Parties
therefore adopt the following Agreement, which the Parties enter into voluntarily, to resolve
the matters in dispute between them and to expedite the orderly disposition of this
proceeding:

4 Violation: The Company admits to the facts as set forth in the Narrative. In the
interest of expediency and to avoid the costs associated with a hearing, the Company agrees
to pay the penalties associated with the violations as described below.

5 Mitigating circumstances and reduced likelihood of future violations: As set forth in
the Narrative, due to the Company's cooperation with Staff, its subsequent conduct in
properly registering Move for Less as a Commission-approved trade name under Permit
THG067981, and other mitigating circumstances, Staff believes the likelihood of repeated
future violations to be low.

6 Suspended monetary penalty: The Commission will impose a penalty of \$250, with
\$250 suspended for a period of two years from the effective date of the Commission order
approving this settlement, based on the advertising violation. The suspended penalty will be
waived after the two year period provided that the Company refrain from operating as a
household goods carrier, including advertising, without prior authorization from the
Commission.

7 Future enforcement of allegations set forth in complaint: Staff confirms that it will
not pursue further enforcement against the Company arising out of any of the allegations set
forth in Docket TV-190217.

III. GENERAL PROVISIONS

8 Public interest: The Parties submit that this Agreement 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 Agreement is effective on the service date of a final Commission order approving this Agreement, or on the date that an initial order approving this Agreement becomes a final order pursuant to WAC 480-07-825(7), whichever occurs first.

10 Advocacy: 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. 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 Publications: 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 Staff's recommendation to approve the Agreement is not binding on the Commission itself.

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

13 Other proceedings: This Agreement is for settlement purposes only and shall have no precedential or preclusive effect in other proceedings. In the event this Agreement does

not become effective, this Agreement shall be null and void, with no binding effect on the Parties and with no precedential or preclusive effect on the Parties regarding the continued litigation in Docket TV-190217. In the event that the Commission rejects all or any portion of this Agreement, or accepts the settlement upon conditions not proposed in 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 business days of service of the Order rejecting part or all of this Agreement or imposing conditions not proposed in this Agreement. In such event, neither party will be bound or prejudiced by the terms of this Agreement, and the Parties agree to cooperate in developing a procedural schedule.

14 Settlement discussions: The Parties have entered into this Agreement to avoid further expense, inconvenience, uncertainty, and delay. 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.

15 Final agreement: 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.

16 Counterparts: The Parties may execute this Agreement 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.

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

DATED this 31st day of July, 2019.

MOVE FOR LESS LLC
COMPANY

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

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DATED this 31st day of July, 2019.

MOVE FOR LESS LLC
COMPANY

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TRANSPORTATION COMMISSION

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