

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

WASHINGTON UTILITIES AND)	DOCKET TV-122004
TRANSPORTATION COMMISSION,)	
)	SETTLEMENT AGREEMENT
Complainant,)	
)	
v.)	
)	
OLYMPIC MOVING & STORAGE,)	
INC., d/b/a OLYMPIC MOVERS,)	
)	
Respondent.)	
.....)	

1 The parties voluntarily enter into this settlement agreement to resolve all issues in the above docket. The parties acknowledge that the agreement requires approval by the Washington Utilities and Transportation Commission (Commission) and that it has no effect prior to such approval. While this agreement will bind the parties upon execution, it will be deemed effective on the date approved by the Commission (the effective date).

I. PARTIES

2 The parties to this agreement are Olympic Moving & Storage, Inc., d/b/a Olympic Movers (Company, or Olympic Movers), and the Staff of the Washington Utilities and Transportation Commission (Staff) (collectively, the parties).

II. BACKGROUND

3 Olympic Movers operates a moving business pursuant to a household goods carrier permit issued by the Commission. In 2012, Staff opened an investigation into the Company's business practices. Following Staff's investigation, in July 2014, the

Commission issued a complaint alleging 21 causes of action (Complaint). The Commission convened a prehearing conference on September 22, 2014. No parties intervened. On October 10, 2014 and again on December 17, 2014, the parties attended a settlement conference and agreed to resolve all disputed issues.

III. AGREEMENT

4 The parties have voluntarily agreed to settle all issues in this docket and now present the following agreement for the Commission's consideration and approval.

5 Staff withdraws the third cause of action asserted in the Complaint. In settlement of the remaining causes of action, Olympic Movers admits to violations of RCW 81.04.070, WAC 480-15, and Tariff 15-C. The Company agrees to pay to the Commission a penalty of \$45,000 as detailed below. The Company further agrees to imposition of an additional penalty of \$43,000, which will be suspended as set forth below.

6 To resolve the first cause of action, the Commission imposes and the Company accepts a \$43,000 penalty. The Commission suspends this penalty on the condition of future compliance with the terms of this agreement.

7 To resolve the second cause of action, the Commission imposes and the Company accepts a \$45,000 penalty. The parties agree to a payment plan under which the Company will pay the \$45,000 penalty in equal monthly installments, for 18 successive periods, without interest, beginning on the tenth day of the month starting with the first full month following the Commission's approval of this agreement, consistent with payment instructions provided by Staff.

8 The Company may prepay all or part of any balance owed under this agreement at any time without any prepayment charge or penalty and fully discharge any remaining obligation, in whole or in part.

9 The Company will issue refunds to its customers totaling \$4,175.44, as detailed in Appendices C and E to Staff's investigation report, as amended to exclude the refund associated with Bill of Lading No. 35963. The Company will issue all refunds within 30 days following the effective date of this agreement.

10 The Company acknowledges the importance of the Commission's regulatory mission and agrees to undertake a good faith and diligent compliance effort going forward. To that end, the Company will prepare and submit to the Commission a written compliance plan detailing the procedures the Company has implemented, or will implement, to prevent future violations of the type alleged in Staff's investigation report. The Company must submit the plan to the Commission within 45 days following the effective date of this agreement.

11 Staff will, upon request by the Company, provide reasonable technical assistance to the Company to assist in its compliance effort.

12 The Company agrees that all full-time customer service representatives, sales staff, and managers who interact with customers and/or whose duties include recordkeeping will, within one year following the effective date of this agreement, attend a Commission-sponsored household goods carrier training.

13 Staff will reinvestigate the Company within one year following the effective date of this agreement to determine the Company's level of compliance. If Staff determines

that the Company has complied with the terms of this agreement, it will request that the Company's \$43,000 suspended penalty be dismissed. If Staff determines the Company has not complied with the terms of this agreement, Staff may seek an order of the Commission for imposition of the suspended penalty. In such event, the Company reserves the right to maintain that compliance has been met or to request adjustment of the suspended penalties in recognition of what the Company perceives to be substantial compliance, or delays in or impediments to compliance caused by actions outside the control of the Company.

IV. GENERAL PROVISIONS

14 The parties agree that this agreement is consistent with law and the public interest and that it is appropriate for adoption. The parties further agree that this agreement reflects the settlement of all contested issues between them in this proceeding. The parties understand this agreement is not binding unless and until accepted by the Commission.

15 If the Commission does not accept this agreement, including all of its terms and conditions without change, then the parties shall be free to assert their pre-settlement positions and neither this agreement nor any statements or admissions contained herein shall be admissible or useful for any purpose in this docket, or in any other proceeding, for any purpose; provided, however, that either party may disclose the existence or terms of this agreement when required to do so by law.

16 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 addressed above, nor

shall this agreement be deemed to restrict or prohibit the Company from raising any applicable defenses.

17 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, should adoption occur.

18 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 comment on and request changes to the text of such announcements), and (2) to include in any news release or announcement issued prior to the Commission's adoption of this agreement a statement that Staff's recommendation to approve the settlement is not binding on the Commission itself.

19 The parties have entered into this agreement voluntarily to avoid further expense, inconvenience, uncertainty, and delay. The parties recognize that this agreement represents a compromise of their respective 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 adopting those terms. This agreement shall not be construed against either party because that party was a drafter of the agreement.

20 By executing this agreement, no party shall be deemed to have approved, admitted, or consented to the facts, principles, methods, or theories employed in arriving at the terms of this agreement, nor shall any party be deemed to have agreed that any provision of this agreement is appropriate for resolving issues in any other proceeding, except to the extent expressly set forth in the agreement.

21 The parties have negotiated this agreement as an integrated document to be binding upon the parties upon execution. For purposes of application of the obligations of this agreement or any timelines associated therewith, this agreement shall be deemed effective as of the date of its approval by the Commission. 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.

22 The parties may execute this agreement in counterparts. The agreement, so executed, shall constitute one agreement. A signed signature page sent by facsimile or email is as effective as an original document.

23 The parties shall take all actions necessary, as appropriate, to fulfill the terms of this agreement.

24 In the event the Commission rejects all or any portion of this agreement, or accepts the settlement upon conditions not proposed in this agreement, and the parties cannot agree on revised terms to incorporate the Commission's decision, each party reserves the right to withdraw from this agreement by written notice to the other party and to the Commission. Written notice must be served within 10 business days of the order rejecting part or all of this agreement or imposing conditions not proposed in this

agreement. In the event one party withdraws by serving written notice, neither party will be bound or prejudiced by the terms of the agreement, and the parties agree to cooperate in the prompt development of a new procedural schedule.

Respectfully submitted on January 22nd 2015, by:

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

OLYMPIC MOVING & STORAGE, INC.,
d/b/a OLYMPIC MOVERS


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By: 

Its: PRESIDENT

Approved as to form:


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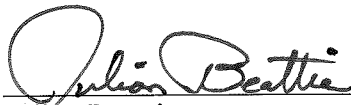
agreement. In the event one party withdraws by serving written notice, neither party will be bound or prejudiced by the terms of the agreement, and the parties agree to cooperate in the prompt development of a new procedural schedule.

Respectfully submitted on January 23, 2015, by:

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

OLYMPIC MOVING & STORAGE, INC.,
d/b/a OLYMPIC MOVERS

ROBERT W. FERGUSON
Attorney General



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Counsel for Commission Staff
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By: _____
Its: _____

Approved as to form:

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