

**BEFORE THE WASHINGTON  
UTILITIES AND TRANSPORTATION COMMISSION**

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

**I. INTRODUCTION**

1           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), jointly file this narrative pursuant to WAC 480-07-740(2)(a). The parties have executed a settlement agreement resolving all issues in the above docket.

2           This narrative supports and explains the parties' agreement. It is not intended to modify any of the agreement's terms.

**II. PROPOSAL FOR REVIEW**

3           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 each party, the

proposed agreement has no opponents. The parties concur that a formal settlement hearing and the opportunity for public comment are unnecessary in this case.

4           The parties submit as reasonable and adequate supporting documentation their settlement agreement and this narrative. The parties will provide additional documentation, as needed, if required by the Commission.

5           Consistent with WAC 480-07-740(2)(b), the parties are prepared to present one or more witnesses each to testify in support of the agreement and to answer questions concerning its details, costs, and benefits, should the Commission require such testimony. In addition, party representatives are available to answer questions.

6           The parties request a streamlined review of the proposed settlement. To that end, the parties prefer informal review on a paper record.

### III. SCOPE OF THE UNDERLYING DISPUTE

7           The underlying dispute concerns a complaint for penalties issued by the Commission against Olympic Movers. Staff opened the underlying compliance investigation after a Commission employee utilized the Company's services and witnessed violations of Tariff 15-C.

8           In September 2012, Staff served a data request seeking, among other things, all documents related to intrastate residential moves performed by the Company from June 1, 2012, through August 31, 2012.

9           In October 2012, a Company employee delivered to the Commission copies of move documents for 76 moves performed between June 1 and August 31, 2012. Forty-five of these documents contained alterations, as described in the investigation report. At

a subsequent meeting with Staff, a Company employee admitted to having intentionally altered the documents.

10 In November 2012, Staff took possession of 119 original move documents from the Company's Olympia office—43 more than the Company initially provided in response to Staff's September 2012 data request.

11 After reviewing all original move documents, Staff recorded numerous alleged violations of RCW 81.04.070, WAC 480-15, and Tariff 15-C.

12 In October 2013, Staff reviewed an unrelated Commission-referred consumer complaint involving Olympic Moving. Staff asserted violations stemming from this complaint under the third cause of action. Staff has now agreed to withdraw the third cause of action.

#### IV. DESCRIPTION OF PROPOSED SETTLEMENT

13 The parties submit that the proposed agreement resolves all issues in the above docket. Olympic Movers admits to violations of RCW 81.04.070, WAC 480-15, and Tariff 15-C. The Company agrees to pay the maximum \$1,000 penalty (for a total penalty of \$45,000) for intentionally altering 45 move documents provided to the Commission in response to Staff's data request. The Company further accepts a \$43,000 suspended penalty for omitting 43 documents in its response to Staff's data request. If Staff determines, upon reinspection of the Company as provided in the settlement agreement, that the Company has complied with the terms of the agreement, Staff will recommend that the Commission dismiss the \$43,000 suspended penalty.

14 The parties agree that the Company will issue prompt refunds to affected

customers, as documented in Appendices C and E to Staff's investigation report; *provided that*, as agreed by the parties during settlement negotiations, the Company will not issue a refund in connection with Bill of Lading No. 35963.

15           The parties agree that the primary goal is to bring the Company into compliance with applicable laws and Commission rules. 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 agrees to submit a written compliance plan and to send its employees to a scheduled Commission-sponsored training for household goods carriers, as set forth in the agreement. Commission Staff will, upon request, offer the Company reasonable technical assistance.

16           Staff will reinvestigate the Company within one year from the effective date of the settlement agreement to assess the Company's level of compliance.

**V.       THE PROPOSED SETTLEMENT AGREEMENT ADVANCES THE PARTIES' INTERESTS AND THE PUBLIC INTEREST**

17           The parties agree their settlement represents a compromise of the parties' respective litigation positions. The parties find it is in their best interests to avoid the expense, inconvenience, uncertainty, and delay inherent in a litigated outcome. The public will similarly benefit if this dispute concludes without further expenditure of public resources.

18           The Company will voluntarily pay a substantial penalty of \$45,000 for intentionally altering documents requested by the Commission. The Company risks paying an additional penalty of \$43,000 if it fails to comply with the agreement. As a result, the Commission sends a strong message—without expending further resources on

litigation—that it will not abide by attempts to obstruct its compliance staff.

19           The Company has further agreed to undertake good faith and diligent efforts to avoid future violations. The Company must draft a compliance plan and send certain employees to a Commission-sponsored training. Customers will benefit from the Company's improved understanding and application of applicable regulations.

#### VI. LEGAL POINTS THAT BEAR ON PROPOSED SETTLEMENT

20           The Commission has expressly stated 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. WAC 480-07-700. Here, the parties have resolved all disputed issues. Their resolution complies with Commission rules and, as explained above, the outcome is consistent with the public interest.

#### VII. CONCLUSION

21           Because the parties have settled all issues in the above docket, and because their proposed agreement advances the public interest, the parties jointly request that the Commission issue an order approving the agreement in full.

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Respectfully submitted on January 22nd, 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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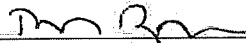
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By: 

Its: PRESIDENT

Approved as to form:

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WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION

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

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