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SUPERIOR COURT  
THURSTON COUNTY, WASH.

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SUPERIOR COURT OF WASHINGTON  
FOR THURSTON COUNTY

STATE OF WASHINGTON,  
  
Plaintiff,

NO. 09-2-00367-7  
  
CONSENT DECREE

v.  
  
ALL MY SONS MOVING AND  
STORAGE OF SEATTLE, INC.  
  
Defendants.

I. JUDGMENT SUMMARY

I.1 Plaintiff, Washington Utilities and Transportation Commission, having commenced this action on February 17, 2009, by means of a Petition for Civil Enforcement of an agency order pursuant to RCW 34.05.578 (Administrative Procedure Act); and defendant, All My Sons Moving and Storage of Seattle, Inc., having been properly served with copies of the Summons and Petition for Civil Enforcement on February 17, 2009; and

1           1.2    Plaintiff having appeared by and through its attorneys, Robert M.  
2 McKenna, Attorney General, and Michael A. Fassio and Donald T. Trotter, Assistant  
3 Attorneys General; and defendant not having appeared as of the date of this pleading; and

4           1.3    Defendant having filed with the state of Delaware Secretary of State Office  
5 a certificate of dissolution for All My Sons Moving and Storage of Seattle, Inc. and has  
6 provide Plaintiff a copy of that document; and

7           1.4    Plaintiff and defendant having agreed on a basis for the settlement of the  
8 matters alleged in the Petition for Civil Enforcement, and to the entry of this Consent  
9 Decree against defendant without the need for trial or adjudication of any issue of law or  
10 fact; and

11           1.5    Plaintiff and defendant having agreed that this Consent Decree does not  
12 constitute evidence or an admission regarding the existence or non-existence of any issue,  
13 fact, or violation of any law alleged by plaintiff; and

14           1.6    Plaintiff and defendant, having recognized and stated that this Consent  
15 Decree is entered into voluntarily and that no promises or threats have been made by either  
16 party to the other, or by any member, officer, agent, or representative of any party to the  
17 other, to induce that other party to enter into this Consent Decree, except as expressly  
18 provided herein; and

19           1.7    Plaintiff and defendant having waived any right they may have to appeal  
20 from this Consent Decree; and

21           1.8    Plaintiff and defendant having further agreed that they will not oppose the  
22 entry of this Consent Decree on the grounds that it fails to comply with Rule 65(d) of the  
23

1 rules of Civil Procedure, and plaintiff and defendant hereby waive any objections based  
2 thereon; and

3 1.9 Plaintiff and defendant having agreed upon a basis for adjudication of the  
4 contested matters alleged in the Petition for Civil Enforcement, and to the entry of this  
5 Consent Decree pursuant to CR 54; and

6 1.10 The Court having determined that there is no just reason for delay in the  
7 entry of final judgment against the defendant, and being fully advised, the Court hereby  
8 makes and enters the following:  
9

10 **II. GENERAL**

11 2.1 This Court has jurisdiction over the subject matter of this action and the  
12 parties. Plaintiff's Petition for Civil Enforcement in this matter states claims upon which  
13 relief may be granted under the Administrative Procedure Act, chapter 34.05 RCW.  
14

15 2.2 For purposes of this Consent Decree, the term "plaintiff" shall mean the  
16 Washington Utilities and Transportation Commission, and the term "defendant" shall  
17 mean All My Sons Moving and Storage of Seattle, Inc.

18 **III. JUDGMENT AND DECREE**

19 It is hereby ADJUDGED, ORDERED, AND DECREED AS FOLLOWS:

20 3.1 Defendant and all successors, assigns, and transferees of All My Sons  
21 Moving and Storage of Seattle, Inc., are hereby enjoined and permanently restrained in the  
22 state of Washington from directly or indirectly engaging in any of the following conduct:  
23

- 24 a. Providing intrastate transportation of property, including household goods,  
25 for compensation over the highways of the state of Washington without the  
26

1 required permit from the Washington Utilities and Transportation  
2 Commission to provide such transportation services.

3 b. Holding themselves out to provide, contracting for, or undertaking to  
4 provide, intrastate transportation of property, including household goods,  
5 for compensation over the highways of the state of Washington without the  
6 required permit from the Washington Utilities and Transportation  
7 Commission to provide such transportation services.

8  
9 c. Advertising or soliciting, in any medium, for the undertaking of intrastate  
10 transportation of household goods in Washington, without the required permit from the  
11 Washington Utilities and Transportation Commission to provide such transportation  
12 services. In particular, but not by way of limitation, Defendant and all of its successors,  
13 assigns, and transferees shall not: i) engage in advertising that offers household goods  
14 moving services described with words such as "within Washington" or "between points in  
15 Washington," or words to that effect; or ii) use the All My Sons Web site to offer quotes for  
16 intrastate Washington household goods moves. *Provided, however*, that this Part 3.1.c does  
17 not apply to: i) existing print advertisements for All My Sons Moving & Storage of Seattle,  
18 Inc. currently in the public domain and that cannot easily be taken out of circulation, such as  
19 Yellow Pages books or advertising sections of phone books, though such advertising will  
20 not be renewed; ii) Internet advertising which Defendant (or its successors, assigns and  
21 transferees) did not request (i.e., on-line yellow page advertisers copying yellow page books  
22 for data without the actual knowledge or consent of Defendant) and iii) Internet advertising  
23 which is intended for the benefit of other All My Sons companies which without the intent  
24 or control of Defendant (or its successors, assigns and transferees) appears in the

1 Washington area such as YellowPages.com. In the event such advertising does appear and a  
2 customer shall solicit intrastate household goods services from Defendant (or its successors,  
3 assigns and transferees), such customer shall be informed that the Washington intrastate  
4 operations have closed.

5 In the event that Plaintiff shall discover a breach of this Section 3.1.c, the Plaintiff  
6 shall notify the Defendant in writing of the nature of the breach, and the Defendant shall  
7 have 10 days to cure such breach. However, nothing in this Consent Decree shall be  
8 construed to affect the rights, duties or obligations of the Plaintiff, the Defendant or any  
9 other entity under the provisions of Chapter 94, Laws of Washington (2009) and Chapter 46,  
10 Laws of Washington (2009).

11  
12 3.2 Defendant shall immediately inform all such successors, assigns, and  
13 transferees, and all officers, agents, servants, employees, representatives, and all other  
14 persons or entities in active concert or participation with defendant of the terms and  
15 conditions of this Consent Decree.

16  
17 3.3 This Consent Decree does not prevent Defendant, any of its successors,  
18 assigns, transferees, shareholders, or any other person or entity from filing an application  
19 for a permit with the Washington Utilities and Transportation Commission.

20  
21 3.4 The terms "successors," "assigns" and "transferees" of Defendant All My  
22 Sons Moving and Storage of Seattle, Inc. is not intended to include persons merely  
23 purchasing an asset in the liquidation process. For example, an entity that simply  
24 purchases trucks from Defendant All My Sons Moving and Storage of Seattle, Inc., and  
25 does not acquire an interest in the business of the Defendant by that purchase, is not a  
26 successor, assign or transferee for purposes of this Consent Decree.

1 IV. COSTS AND ATTORNEY'S FEES

2 4.1 Each party shall bear its own costs and attorney fees, if any, incurred in  
3 pursuing or otherwise participating in this matter, except defendant shall bear plaintiff's  
4 reasonable costs, including reasonable attorney fees, in any successful action to enforce  
5 any of the provisions of this Consent Decree.  
6

7 V. ENFORCEMENT

8 5.1 The court shall retain jurisdiction for the purpose of enabling any party to  
9 this Consent Decree, with or without the prior consent or approval of the other party, to  
10 apply to the Court for the enforcement of compliance therewith, the punishment of  
11 violations thereof, or the modification or clarification thereof, upon proper notice of not  
12 less than thirty (30) days to the other party.  
13

14 5.2 Any violation of the terms of this Consent Decree may form the basis for  
15 enforcement of the Consent Decree, including, but not limited to contempt of court  
16 proceedings.

17 5.3 Nothing in this Consent Decree shall be construed as to limit or to bar the  
18 Washington Utilities and Transportation Commission from enforcing this Consent Decree  
19 for violations committed after the date of this Consent Decree.  
20

21 5.4 Nor shall anything in this Consent Decree be construed to limit or to bar  
22 any other governmental entity or any other citizen in the pursuit of other remedies against  
23 the defendant.

24 5.5 Under no circumstances shall this Consent Decree or the names of the State  
25 of Washington or the Office of the Attorney General or the Washington Utilities and  
26 Transportation Commission or any of its employees or representatives be used by

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defendant or any of defendant's agents or employees in connection with the promotion of any product or service or as an endorsement or approval of defendant's practices.

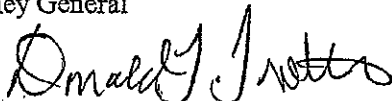
5.6 The Court finding no just reason for delay, hereby expressly directs entry of this Judgment and Decree.

SO ORDERED this 29<sup>th</sup> day of ~~June~~ <sup>May</sup>, 2009.

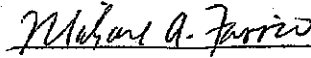
  
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JUDGE/COURT COMMISSIONER

Presented by:

ROBERT M. MCKENNA  
Attorney General

  
\_\_\_\_\_  
DONALD T. TROTTER, WSBA # 8752  
Assistant Attorney General  
Attorney for Plaintiff  
Washington Utilities and Transportation Commission

May 27 2009  
date

  
\_\_\_\_\_  
MICHAEL A. FASSCO  
WSBA # 37139

Agreed to and notice of presentment waived:

  
\_\_\_\_\_  
Name: KERMIT ESCRIBANO

5-19-09  
date

Title: President,  
All My Sons Moving and Storage of Seattle, Inc.