



STATE OF WASHINGTON  
UTILITIES AND TRANSPORTATION COMMISSION  
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February 3, 2015

**NOTICE OF HEARING ON SETTLEMENT AGREEMENT**  
**(Wednesday, February 11, 2015, at 2:00 p.m.)**

RE: *Washington Utilities and Transportation Commission v. Olympic Moving and Storage, Inc., d/b/a Olympic Movers*, Docket TV-122004

TO ALL PARTIES:

On July 3, 2014, the Washington Utilities and Transportation Commission (Commission) through its regulatory Staff (Staff) filed a complaint against Olympic Moving & Storage, Inc., d/b/a Olympic Movers (Olympic Movers or Company). The complaint alleges that Olympic Movers committed 320 violations of state statutes, Commission rules, and the tariff applicable to all household goods carriers.

On January 23, 2015, Staff filed a Settlement Agreement (Settlement) between Staff and the Company on behalf of the parties. The Commission needs additional information to determine whether the Settlement is in the public interest and should be approved and adopted as the final resolution of the disputed issues in this proceeding.

Accordingly, the Commission will conduct a hearing on the Settlement on February \_\_, 2015. Each party must present a witness to testify about the Settlement. The issues the parties should be prepared to address include, but are not necessarily limited to, the following:

**Issue No. 1.**

The Settlement provides that “this agreement reflects the settlement of all contested issues between [the parties] in this proceeding,”<sup>1</sup> but the document specifically addresses only the first three of the 21 causes of action alleged in the complaint. How does the Settlement resolve the remaining 18 causes of action?

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<sup>1</sup> Settlement ¶ 14.

**Issue No. 2.**

The Settlement states that “Olympic Movers admits to violations of RCW 81.04.070, WAC 480-15, and Tariff 15-C”<sup>2</sup> but does not specify those violations. Does Olympic Movers admit to all of the violations alleged in the complaint? If not, which violations does the Company admit?

**Issue No. 3.**

In the Settlement, Olympic Movers undertakes to “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.”<sup>3</sup>

- (a) Please describe the distinction and any discrepancies between the violations alleged in Staff’s investigation report and the violations alleged in the complaint.
- (b) Will Staff determine the sufficiency of the procedures in the Company’s compliance plan? If so, how? Will Staff’s assessment of the sufficiency of those procedures be part of Staff’s reinvestigation of Olympic Movers “within one year of the effective date of the agreement to determine the Company’s level of compliance”?<sup>4</sup>

**Issue No. 4.**

The Settlement includes the parties’ agreement to suspend \$43,000 of the total penalty to be assessed “on the condition of future compliance with the terms of this agreement”<sup>5</sup> without specifying any time period within which Olympic Movers must comply with the agreement. The Settlement, however, provides that Staff will reinvestigate the Company’s compliance within one year and recommend that the Commission either dismiss or impose the suspended penalty,<sup>6</sup> but at least one provision – the payment

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<sup>2</sup> *Id.* ¶ 5.

<sup>3</sup> *Id.* ¶ 10.

<sup>4</sup> *Id.* ¶ 13.

<sup>5</sup> *Id.* ¶ 6.

<sup>6</sup> *Id.* ¶ 13.

schedule for the portion of the penalty that is not suspended<sup>7</sup> – requires Olympic Movers to comply with the Settlement well beyond one year.

- (a) Does the term “compliance with the terms of this agreement” as used in the Settlement include compliance with the requirements of RCW 81.04.070, WAC 480-15, and Tariff 15-C that Olympic Movers admits to having violated?
- (b) Does the term “compliance with the terms of this agreement” as used in the Settlement include timely payment of the 18 equal monthly installments Olympic Movers must pay to discharge its obligation to pay the portion of the penalty that would not be suspended? If so, does the Settlement authorize the Commission to impose the \$43,000 suspended portion of the penalty if Olympic Movers fails to make timely installment payments that are due more than one year after the effective date of the Settlement?

#### **Issue No. 5.**

Under the Settlement, “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 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.”<sup>8</sup> The Settlement further provides that Olympic Movers “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.”<sup>9</sup>

- (a) What are the “payment instructions provided by Staff”?
- (b) Does the Settlement require the Company to pay the 18 installments on the 10<sup>th</sup> of each month or only the 10<sup>th</sup> of the first month? If the latter, on what day of the month are subsequent installments due?
- (c) When will future installments be due if Olympic Movers prepays only a portion of the remaining balance to be paid? For example, if the Company pays \$5,000 on April 10, rather than the \$2,500 installment that is due, would the next installment be due May 10 or June 10?

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<sup>7</sup> *Id.* ¶ 7.

<sup>8</sup> *Id.*

<sup>9</sup> *Id.* ¶ 8.

- (d) What remedies are available under the Settlement if Olympic Movers fails to make an installment under the payment plan when the installment is due?

**THE COMMISSION GIVES NOTICE that it will conduct a hearing on the Settlement Agreement at 2:00 p.m., on Wednesday, February 11, 2015, in the Commission's Hearing Room, Second Floor, Richard Hemstad Building, 1300 S. Evergreen Park Drive S.W., Olympia, Washington.**

GREGORY J. KOPTA  
Administrative Law Judge