

**BEFORE THE WASHINGTON  
UTILITIES AND TRANSPORTATION COMMISSION**

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

DOCKET TV-161206

CHERYL BALL d/b/a ACME MOVING  
LABOR

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In re Application of

DOCKET TV- 170103  
*(consolidated)*

CHERYL BALL d/b/a ACME MOVING  
LABOR

NARRATIVE SUPPORTING  
SETTLEMENT AGREEMENT

for Authority to Operate as a Household  
Goods Moving Company

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**I. INTRODUCTION**

1           This Narrative Supporting Settlement Agreement (“Narrative”) is filed pursuant to WAC 480-07-740(2)(a) on behalf of both Cheryl Ball d/b/a Acme Moving Labor (“Ms. Ball,” “Acme Moving Labor,” or the “Company”) and staff of the Washington Utilities and Transportation Commission (“Staff”) (hereinafter collectively referred to as “Parties” and individually as a “Party”). This Narrative summarizes the Settlement Agreement (“Settlement”); it does not modify any terms of the Settlement.

**II. PROPOSALS FOR REVIEW PROCEDURE**

2           The Parties do not request a hearing to present the Settlement. The Parties instead respectfully request a streamlined review of the proposed Settlement on a paper record. If the Commission requires a hearing, the Parties are prepared to present one or more witnesses to testify in support of the Settlement pursuant to WAC 480-07-740(2)(b).

### III. SCOPE OF THE UNDERLYING DISPUTE

3 The underlying dispute between the parties concerns alleged violations of  
RCW 81.80.075 and WAC 480-15-180. Additionally, Commission authority to operate as a  
household goods moving company is, in the opinion of the Parties, inextricably intertwined with  
the facts of this case and the dispute between the Parties. This is the reason for the Parties' Joint  
Motion to Consolidate this docket with Docket TV-170103, so that the most recent application  
by the Company can be considered and efficiently resolved as part of a full resolution of the  
matters in dispute.

4 Ms. Ball is the owner of Acme Moving Labor and is ultimately responsible for the  
operations of the Company. Mr. Kedric Jackson is the Company's Operations Manager. The  
Company has been providing services in the community for quite some time. As portrayed in  
many customers' reviews on numerous internet sites, the Company provides a commercially  
successful and popular service to the community.

5 On September 19, 2016, after a brief investigation Staff sent a letter to the Company  
informing it of the need to first get authority from the Commission prior to operating as a  
household goods moving company and to cease and desist from any of those operations until it  
received the required permit.

6 In response, on September 29, 2016, the Company submitted an application to the  
Commission for a permit to operate as a household goods moving company. On October 19,  
2016, the Commission issued a notice of intent to deny that application along with a notice of  
opportunity for hearing in Docket TV-161097. The Company requested a hearing but before it  
could be held, the Company voluntarily withdrew its application.

7            On October 28, 2016, Staff was contacted by a consumer who was having a dispute with the Company over a move that the Company was providing. On December 1-2, 2016, Staff reviewed the Company's online advertisements and inquired about the Company's moving services under an alias.

8            On December 19, 2016, the Commission instituted a special proceeding to classify the Company and issued a complaint and subpoena to the Company, alleging that the Company had been engaging in business as a household goods moving company without the required Commission-issued permit. The Commission allowed Staff to amend that complaint on February 9, 2017, to include another alleged occurrence of the Company engaging in the business of a household goods moving company.

9            On January 17, 2017, the Company requested a hearing before an administrative law judge. On January 26, 2017, the Commission granted that request and set a brief adjudicative proceeding for March 6, 2017.

10           On February 17, 2017, the Company submitted an application to the Commission requesting household goods moving authority. That application was assigned to Docket TV-170103.

11           The Parties engaged in settlement discussions in late February. On February 28, 2017, Staff notified the Commission that the Parties had reached a settlement in principle, requested suspension of the procedural schedule including the hearing set for March 6, 2017, and requested additional time to memorialize the Parties' agreement by March 14, 2017. The Commission granted the Parties' requests and instructed the Parties to file a settlement agreement and supporting documentation, or a status report on their progress by March 14, 2017.

12           The Parties' full agreement is reflected in the Settlement Agreement, which was entered into voluntarily to resolve all matters that were in dispute.

#### IV. SUMMARY OF PROPOSED SETTLEMENT

13           The Settlement resolves all of the issues in dispute between the Parties. Inclusion in this Settlement of the Company's permit allows for an expedient and swift resolution of that matter in addition to the issues in dispute in this case.

14           It is always the Commission's goal to bring companies into compliance with regulation. This is why the Commission has consistently directed Staff to engage with household goods companies, inform the companies of the regulatory role of the Commission, and encourage the companies to submit an application for the required authority to operate. The Company has complied with Staff's request to submit its application for authority. The Parties agree that the Company qualifies for, and the Commission should approve, the Company's application of February 17, 2017, for provisional authority to operate as a household goods moving company under WAC 480-15-302. Staff has conducted an evaluation of that application, as it does with every new application that it receives. This included a background check for every person named in the application. Whereas Staff recommended and the Commission intended to deny the Company's first application (filed in September of 2016) due to the conviction of Mr. Jackson (a person named in that first application and in the currently pending application) of a crime involving assault within the past five years (at the time of that first application), Staff's evaluation of the currently pending application produces a different recommendation.

15           Sufficient time has elapsed since Mr. Jackson's conviction that it is no longer an automatic disqualifier under WAC 480-15-302(8)(a) for approval of the Company's application. Instead, under WAC 480-15-302(8)(b), the Commission must determine whether the nature and



extent of that crime will likely interfere with the proper operation of a household goods moving company. In Staff's evaluation, after having reviewed the nature and extent of the crime, Mr. Jackson's criminal conviction is unrelated to and would likely not interfere with the proper operation of a household goods moving company. Staff's review of Mr. Jackson's background produced other criminal convictions from many years ago that, had the convictions been within the past five years, would have automatically disqualified the Company's application under WAC 480-15-302(8)(a). In consideration of the amount of time that has elapsed since those convictions – as far back as 1986 and only as recently as 2009 – and the balancing analysis required by under WAC 480-15-302(8)(b), Staff's conclusion after evaluation is that the nature and extent of these convictions are unlikely to interfere with the proper operation of a household goods moving company. The Commission is not asked to confirm that there is "no" risk in an applicant's criminal background: the standard upon which the Commission is compelled to make its evaluation is outlined in rule and Staff hopes that the Company and Mr. Jackson undertake this opportunity to prove the Commission's conclusion correct by moving forward with providing high quality household goods moving services to the public in Washington.

16 Consolidating this docket with Docket TV-170103 will efficiently resolve the issues in dispute in this case along with the approval of the Company's application. Typically, the Commission considers whether the Company has any outstanding penalties owed to the Commission or to consumers before granting provisional authority (WAC 480-15-302(13)). In this situation, that means the Company could have expected the issuance of its permit to be delayed until after a hearing on the contested issues in this docket, the Commission's ruling on those issues, and payment of any resulting penalty that the Commission deemed justified. By consolidating these dockets and including the Company's application in this Settlement, it allows

swift consideration by the Commission of these factors and expedites the Company's receipt of its permit. The benefit to the Commission is that its resources are efficiently conserved by resolving all disputed matters at one time, and all issues are presented before it for a full and comprehensive resolution. The Parties agree, therefore, that it is appropriate to include the Commission's approval of the Company's application for provisional authority under WAC 480-15-302 to operate as a household goods moving company as part of this Settlement.

17 As part of the Settlement, the Parties agree that the Company operated without the proper Commission authority and that a penalty is warranted. The Parties agree that the total monetary obligation owed by the Company is \$3,000. While the Commission has the authority to impose up to \$5,000 for each violation, the Parties agreed through negotiation that in combination with the other elements of this Settlement a smaller amount is fair, just, and reasonable. The Parties agree to a \$1,000 penalty (due to the Commission) for the Company's operations without first receiving authority from the Commission to operate as a household goods moving company.

18 Additionally, the Parties agree that the consumer who initiated an inquiry at the Commission in late-October of 2016 regarding a dispute with the Company will be refunded a total of \$2,000. The Parties agree that a refund of this significant amount to the consumer serves the public interest more effectively than would an increased penalty amount. The Parties acknowledge that the consumer did receive valuable services, albeit incomplete, from the Company. The Parties agree that this justifies the amount of \$2,000 as a fair and appropriate refund to resolve the dispute even though this amount is not a full refund of the amounts paid. This compromise will help preserve the Company's reputation in the community by resolving a dispute with a consumer without unnecessary litigation, helps to relieve some of the burden that the consumer felt, and helps to illustrate the valuable role that the Commission's consumer

complaint division plays in assisting consumers who contact the Commission with concerns about the operations of regulated companies.

19 While the Parties respectfully omit the name of the consumer in the Settlement and in this Narrative, the Parties have no confusion about the identity of the consumer. The Parties are aware of the name and address of the consumer. This consumer is identified in the Declaration of Michelle Shepler supporting the Amended Complaint in this docket and the Parties would refer to Ms. Shepler's Declaration and its supporting documents to resolve any confusion regarding the identity of the consumer.

20 To dispel any concerns, however slight, for negative interactions between the Company and the consumer, the Parties agree that the best course of action is for the Company to send a cashier's check (made payable to the consumer's name) via certified mail to the consumer for the refund amount. The Company agrees to provide confirmation of the refunded amount and its delivery by sending to Staff: a photocopy of the cashier's check (made payable to the consumer's name); and, a photocopy of the certified mail receipt indicating date mailed and address to which the refund was mailed. Staff is only concerned about ensuring confirmation of the refund and believes that these steps adequately resolve that concern. The Parties are aware of other legal actions currently underway between the Company and the consumer arising from the same dispute. After the consumer has received the refund herein explained, there will be no further dispute and no other outstanding matters between the consumer and the Company.

21 After Staff has received both the above confirmation that the refund has been made to the consumer and the \$1,000 penalty amount (delivered to the Commission by any of the methods outlined in WAC 480-15-055), Staff will consider the monetary obligations and the conditions of this Settlement satisfied for purposes of the Commission's issuance of a permit to the Company.



**V. STATEMENT OF THE PARTIES THAT THE SETTLEMENT AGREEMENT SATISFIES THEIR INTERESTS AND THE PUBLIC INTEREST**

22 The Settlement represents a delicate compromise by the two Parties. The Parties find it is in their best interests to avoid the expense, inconvenience, uncertainty, and delay inherent in a litigated outcome. Likewise, the public interest is served by concluding this dispute without the further expenditure of public resources for litigation expenses.

23 The Parties agree that the collection of elements in the Settlement provide a sound resolution of all the issues in dispute and serve the public interest. The public is served by value and utility added to society of another option for household goods moving services. Additionally, by including the Company as a new entrant into the household moving goods industry with authority granted by the Commission, the Commission retains authority over the Company to ensure that its conduct and operations are in accord with the principles contained in statute and rule for the industry. The Settlement resolves concerns raised by Staff in this matter by bringing the Company into compliance with current regulations and restores a healthy relationship between the Company and its consumer. The Parties agree that resolving all contested issues presented in these consolidated dockets through this negotiated settlement is fair, just, reasonable, and in the public interest because it provides: the Company with approval of its application for provisional authority to operate as a household goods moving company; an aggrieved consumer with a refund of a significant amount; an opportunity for the Company to take responsibility for operating prior to receiving Commission authority; and brings the Company into good standing and compliance with Commission rules and regulations. Simply put, the Parties agree that this Settlement is a positive resolution for all involved. For these reasons, the Parties believe the Settlement satisfies their interests and the public interest.



24 For these reasons, the Settlement as a whole is in the public interest, as well as the  
interests of the Parties. Staff and Acme Moving Labor, therefore, recommend that the  
Commission approve the Settlement in its entirety.

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

25 In WAC 480-07-700, the Commission states 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. The Parties have resolved all of the issues in dispute between them, and  
their resolution complies with Commission rules and, as explained above, is consistent with the  
public interest.

**VII. CONCLUSION**

26 Because the Parties have negotiated a compromise on all of the issues in this dispute, and  
because the Settlement is in the public interest, the Parties request that the Commission issue an  
order approving the Settlement in full.

Respectfully submitted this 14<sup>th</sup> day of March, 2017.

WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION

ACME MOVING LABOR

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Dated: March 14, 2017

Dated: \_\_\_\_\_, 2017

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

25 In WAC 480-07-700, the Commission states 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. The Parties have resolved all of the issues in dispute between them, and their resolution complies with Commission rules and, as explained above, is consistent with the public interest.

**VII. CONCLUSION**

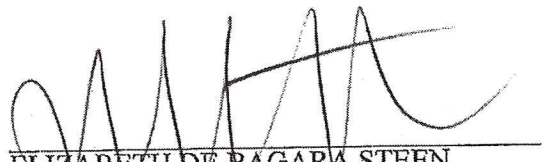
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Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

WASHINGTON UTILITIES AND  
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Dated: \_\_\_\_\_, 2017

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