

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,

Complainant,

v.

BM LOGISTICS LLC d/b/a BOGDAN
MOVERS,

Respondent.

DOCKETS TV-170746 and TV-190023
(Consolidated)

SETTLEMENT AGREEMENT

I. OVERVIEW

1 Staff of the Washington Utilities and Transportation Commission (Staff) and BM Logistics LLC d/b/a Bogdan Movers (Bogdan Movers or Company) (collectively “the Parties”), through their authorized representatives, enter into the following settlement agreement (Agreement) to resolve all issues in consolidated Dockets TV-170746 and TV-190023, which concern the proper carrier classification of Bogdan Movers and imposition of suspended penalties based on an Bogdan Movers advertisement found by Staff on January 8, 2019.¹

2 This Agreement is a “full settlement” as defined in WAC 480-07-730(1) because it is entered into by all parties and resolves all issues raised in the docket. This Agreement is subject to the review and disposition by the Washington Utilities and Transportation Commission (Commission) to determine whether it complies with the applicable legal requirements and whether approval of the Agreement is consistent with the public interest. WAC 480-07-740-750.

¹ For clarity, no reference to “Bogdan Movers” in this settlement agreement or the supporting joint narrative shall be interpreted or construed to apply to Movable, LLC d/b/a Bogdan Movers.

II. TERMS OF AGREEMENT

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The Parties have reached an agreement on the issues raised in the above dockets and present this Agreement for the Commission's consideration and approval. The Parties therefore adopt the following Agreement, which the Parties enter into voluntarily, to resolve the matters in dispute between them and to expedite the orderly disposition of this proceeding:

- Violations: Bogdan Movers admits that the facts contained in the joint narrative and Attachment A could be construed as advertising as a household goods carrier on January 8, 2019 without the required authorization by the Commission in violation of RCW 81.80.075(1). Bogdan Movers further admits that this violation would then constitute a violation of the terms of the suspended penalty as described in TV-170746 Order 02. In the interest of expediency and to avoid the costs associated with a hearing, Bogdan Movers agrees to pay the penalties associated with the violations as described below.
- Dismissed Claim: Staff admits there is insufficient evidence to support the allegation that Bogdan Movers offered to provide household goods services on January 8, 2019. Staff agrees to withdraw this claim.
- Monetary penalty: The Commission will impose a penalty of \$5,000, with \$4,000 suspended for a period of two years from the effective date of the Commission order approving this settlement, based on the advertising violation. The suspended penalty will be waived after the two year period provided that Bogdan Movers refrain from operating as a household goods carrier, including advertising, without prior authorization from the Commission. The Commission

will also impose the \$4,000 suspended penalty from Docket TV-170746. In the interest of resolving this matter without further undue burden and expense, Bogdan Movers will pay the \$5,000 within 30 calendar days of a Commission order approving the Agreement.

- Future enforcement of allegations set forth in complaint: Staff confirms that it will not pursue further enforcement against Bogdan Movers arising out of any of the allegations set forth in Docket TV-190023.

III. GENERAL PROVISIONS

4 Public interest: The Parties submit that this Agreement promotes the public interest, and that it is appropriate for the Commission's acceptance without conditions under WAC 480-07-750(2)(a).

5 Effective date: This Agreement is effective on the service date of a final Commission order approving this Agreement, or on the date that an initial order approving this Agreement becomes a final order pursuant to WAC 480-07-825(7), which ever occurs first.

6 Advocacy: 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.

7 Publications: 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 request changes to the text of such announcements) and (2) to include in any

news release or announcement a statement that Staff's recommendation to approve the Agreement is not binding on the Commission itself.

8 Construction: This Agreement shall not be construed against any party solely because that party was a drafter of the Agreement.

9 Other proceedings: This Agreement is for settlement purposes only and shall have no precedential or preclusive effect in other proceedings. In the event this Agreement does not become effective, this Agreement shall be null and void, with no binding effect on the Parties and with no precedential or preclusive effect on the Parties regarding the continued litigation in consolidated Dockets TV-170746 and TV-190023. In the event that the Commission rejects all or any portion of this Agreement, or accepts the settlement upon conditions not proposed in this Agreement, each party reserves the right to withdraw from this Agreement by written notice to the other party and the Commission. Written notice must be served within 10 business days of service of the Order rejecting part or all of this Agreement or imposing conditions not proposed in this Agreement. In such event, neither party will be bound or prejudiced by the terms of this Agreement, and the Parties agree to cooperate in developing a procedural schedule.

10 Settlement discussions: The Parties have entered into this Agreement to avoid further expense, inconvenience, uncertainty, and delay. 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 fully adopting those terms.

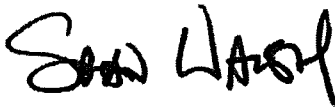
11 Final agreement: The Parties have negotiated this Agreement as an integrated document to be effective upon execution. This Agreement supersedes all prior oral and written agreements on issues addressed herein.

12 Counterparts: The Parties may execute this Agreement in counterparts and as executed shall constitute one agreement. A signed signature page sent by facsimile or email is as effective as an original document.

13 Authorized representatives: Each person signing this Agreement warrants that he or she has authority to bind the party that he or she represents.

DATED this 30th day of April, 2019.

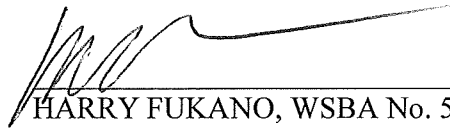
BM LOGISTICS LLC d/b/a BOGDAN
MOVERS
COMPANY



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BEFORE THE WASHINGTON STATE
UTILITIES AND TRANSPORTATION COMMISSION

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

DOCKETs TV-190023
TV-170746

BM LOGISTICS LLC d/b/a BOGDAN
MOVERS

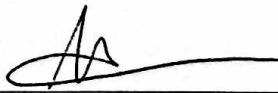
DECLARATION OF BOGDAN
MOMOTYUK

I, BOGDAN MOMOTYUK, am the managing member of BM LOGISTICS LLC, competent to testify, and hereby declare:

1. Bogdan Movers was the d/b/a name I chose for a new business I was starting in 2017 which would broker contracts between customers and household movers through a website to be designed and maintained by Novik Design.
2. I told Novik Design to stop all work on the Bogdan Movers website in August 2017. I shut down my business about that same time.
3. I told Novik Design to transfer the website to a new owner, Movable LLC, in October 2018. I understand Novik Design transferred the website's phone number and email connections, so they were forwarded to the new company. This was done as a courtesy to the other business. I received no compensation.
4. I assumed this was the end of the matter, I assumed the website now belonged to the new company, and I would have nothing further to do with the website. Novik Design did not understand the website needed to be changed to reflect all of the new business owner's information. Unbeknownst to me the website continued to display the household goods transportation permit for Bogdan Delivery which had been cancelled.
5. When I found out in February 2019 that the website was not in compliance because it still displayed the cancelled permit, I told Novik Design to completely shut down the website until it was compliant. I allowed the new company to add the defunct d/b/a, Bogdan Movers, to his company and permits so that the website would be completely compliant.
6. At no time did my business ever move household goods for any customer.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:

DATED this 26th day of April 2019 at Kent, WA


BOGDAN MOMOTYUK,
Managing member of BM LOGISTICS LLC

DECLARATION OF BOGDAN MOMOTYUK

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