

**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

SETTLEMENT AGREEMENT

for Authority to Operate as a Household  
Goods Moving Company

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**I. INTRODUCTION**

1           This Settlement Agreement (“Settlement”) is entered into by the parties in this case:  
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 “Party”).

2           This Settlement is a “full settlement” as the term is defined in WAC 480-07-730(1)  
because it is entered into by the Parties, and it resolves all issues raised in the above dockets  
(subject to the Commission’s granting of the Parties’ Motion to Consolidate the two  
proceedings, filed concurrently with this Settlement Agreement and supporting  
documentation).

## II. AGREED FACTS

3 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.

4 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.

5 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.

6 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.

7 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.

8           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.

9           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.

10           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 documents, or a status report on their progress by March 14, 2017.

11           The Parties' full agreement is reflected herein and was entered into voluntarily to resolve all matters in dispute. The Parties now wish to present this Settlement Agreement for the Commission's consideration and approval. This Settlement is filed in the interest of expediting the orderly and efficient disposition of this proceeding. This Settlement is the product of negotiation and compromise, representing a delicate balance between the positions of the Parties. The Parties understand that this Settlement is subject to Commission approval, and hereby respectfully request that the Commission issue an order approving this Settlement in its entirety, concurrently with an order granting the Parties' joint motion for

consolidation. The Parties will jointly file supporting documentation, as required by WAC 480-07-740(2), in the form of a settlement narrative.

### III. AGREEMENT

12 **Household Goods Moving Company.**

- a. Classification. The Parties agree that the Company should be classified as a household goods moving company, subject to the regulatory jurisdiction of the Commission.

13 **Application for Authority to Operate as a Household Goods Moving Company.**

- a. Grant of Authority. The Parties agree that Acme Moving Labor 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. The Parties understand that this grant of authority by the Commission is the same as is extended to other companies that apply for authority: to attain permanent authority under WAC 480-15-305, the Company must undergo the same provisional period of not less than six months (and not more than 18 months) as every company who is granted authority to operate as a household goods moving company. The Parties understand that this requires the Company to meet the same obligations and criteria as any other company that is granted provisional authority, e.g., attending a commission-sponsored household goods carrier training class pursuant to WAC 480-15-305.<sup>1</sup> When the Commission has approved this Settlement and the Company has satisfied the preconditions contained herein, the Company will be sent a letter from the

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<sup>1</sup> See WAC 480-15-305(1) for a full list of the criteria for permanent authority.

Commission outlining the grant of authority and the following documentation: provisional permit; tariff 15-C; rules governing residential household goods carriers (WAC 480-15); safety manual; and, customer survey forms. Every applicant approved for authority to operate as a household goods moving company receives these documents upon issuance of their permit.

- b. Timing. The Parties agree that the Company's authority to operate will be effective once the Company has satisfied the monetary obligations contained in the following sections of this Settlement.

14 **Penalties.**

- a. Penalty Amount. The Parties agree that the Company operated without the proper Commission authority and that a penalty is warranted. 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. Staff will consider this monetary obligation satisfied immediately upon the Commission's receipt of the \$1,000 penalty amount.
- b. Consumer Refund. The Parties agree that the consumer<sup>2</sup> 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. To dispel any concerns for negative

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<sup>2</sup> While the Parties respectfully omit the name of the consumer in this Settlement, 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 refer to Ms. Shepler's Declaration and its supporting documents to resolve any confusion regarding the identity of the consumer.

interactions with the consumer, the Company agrees that it will send a cashier's check (made payable to the consumer's name) via certified mail to the consumer for the total 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. After the consumer has received the refund, there will be no further dispute and no other outstanding matters between the consumer and the Company. After Staff has received the above confirmation that the refund has been made to the consumer, Staff will consider this monetary obligation satisfied for purposes the Commission's issuance of a permit to the Company.

#### **IV. GENERAL PROVISIONS**

15           The Parties agree that this Agreement reflects a settlement of all contested issues. The Parties note that this Settlement is the result of a negotiated effort, seeking compromise from both sides in efficiently resolving the disputes arising in this case. The Settlement represents a delicate balance between the positions of the Parties. The Parties understand that this Settlement is not binding unless and until accepted by the Commission.

16           The Parties agree that this Agreement promotes the public interest, and that it is appropriate for unconditional Commission acceptance under WAC 480-07-750.

17           The Parties agree to advocate for acceptance of this Settlement before the Commission. After the Commission accepts this Settlement, no party or its agents, employees, consultants, or attorneys will engage in advocacy contrary to the Settlement. The Parties shall take all actions necessary, as appropriate, to carry out this Settlement.

18 The Parties have negotiated this Settlement as an integrated document to be effective upon execution and Commission approval. This Settlement supersedes all prior oral and written agreements on issues addressed herein.

19 The Parties may execute this Settlement in counterparts, and as executed, shall constitute one agreement. Copies sent by facsimile or electronic mail are as effective as original documents.

20 In the event that the Commission rejects or modifies any portion of this Settlement, each Party reserves the right to withdraw from this Settlement by written notice to the other Parties and the Commission. Notice, whether written or electronic, must be filed with this docket within ten (10) business days of the Order rejecting part or all of this Settlement. In such event, no Party will be bound or prejudiced by the terms of this Settlement, and any Party shall be entitled to seek reconsideration of the Order.

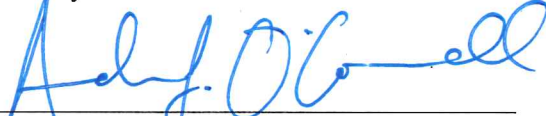
21 Each person signing this Settlement warrants that he or she has authority to bind the Party that he or she represents.

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

WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION

ACME MOVING LABOR

ROBERT W. FERGUSON  
Attorney General

  
\_\_\_\_\_  
ANDREW J. O'CONNELL  
Assistant Attorney General  
Counsel for the Utilities and  
Transportation Commission Staff

see attached  
\_\_\_\_\_  
ELIZABETH DE BAGARA STEEN  
Attorney for Cheryl Ball d/b/a Acme  
Moving Labor

Dated: March 14, 2017

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

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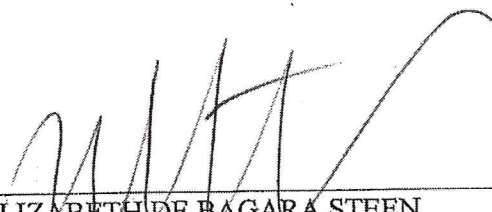
Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION

ACME MOVING LABOR

ROBERT W. FERGUSON  
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Counsel for the Utilities and  
Transportation Commission Staff

  
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ELIZABETH DE BAGARA STEEN  
Attorney for Cheryl Ball d/b/a Acme  
Moving Labor

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

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