

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

In re the Application of
SPEEDISHUTTLE WASHINGTON, LLC
d/b/a SPEEDISHUTTLE SEATTLE
For a Certificate of Public Convenience and
Necessity to Operate Motor Vehicles in
Furnishing Passenger and Express Service as
an Auto Transportation Company

SHUTTLE EXPRESS, INC.,

Complainant,

v.

SPEEDISHUTTLE WASHINGTON, LLC
d/b/a SPEEDISHUTTLE SEATTLE,

Respondent.

SPEEDISHUTTLE WASHINGTON, LLC
d/b/a SPEEDISHUTTLE SEATTLE,

Complainant,

v.

SHUTTLE EXPRESS, INC.,

Respondent.

DOCKETS TC-143691, TC-160516,
TC-161257 (*consolidated*)

JOINT MOTION TO APPROVE
PAYMENT PLAN

I. INTRODUCTION

1 In Order 21/14/11 in the above-captioned consolidated dockets, the Commission invited Staff and Shuttle Express to “jointly submit . . . a proposed plan” to pay the [\$120,000 penalty described in Order 20/13/10 (“Final Order”)] in installments over a time period that extends to no later than November 19, 2018.”¹

¹ Order 21/14/11, p. 3, ¶ 7.

II. PAYMENT PLAN

2 Staff and Shuttle Express conferred and have agreed to propose the following
payment plan for Commission approval:

No later than...	Shuttle Express must pay...
January 15, 2018	\$5,000
February 15, 2018	\$5,000
March 15, 2018	\$5,000
April 15, 2018	\$5,000
May 15, 2018	\$5,000
June 15, 2018	\$15,000
July 15, 2018	\$20,000
August 15, 2018	\$30,000
September 15, 2018	\$30,000
Total:	\$120,000

3 The rationale for this plan is that auto transportation is a seasonal business, with net
negative operating cash flow and earnings typically until the spring and summer months.
Staff and Shuttle Express agree that the company should be permitted to pay the majority of
the penalty during the summer, when the company expects to earn the bulk of its revenue.

4 Staff and Shuttle Express agree that if Shuttle Express does not issue monthly
payments to the Commission by the dates shown above in the payment plan, the entire
balance will become due and payable. If Shuttle Express makes the payments timely, then
the Commission will not take any action against Shuttle Express to enforce or collect the
\$120,000 penalty. There is no prepayment penalty.

5 By entering into this agreement, neither party is making an admission as to its rights
or obligations nor intending to waive any claims or rights it may have in relation to the Final
Order or any other legal or regulatory obligation it may have generally, except to the extent
expressly set forth in this agreement.

III. MOTION

6 Staff and Shuttle Express respectfully request that the Commission approve the above payment plan.

DATED this 6th day of December, 2017.

ROBERT W. FERGUSON
Attorney General

SHUTTLE EXPRESS, INC.

/s/ Julian H. Beattie, WSBA No. 45586
Assistant Attorney General
Office of the Attorney General
Utilities and Transportation Division
P.O. Box 40128, Olympia, WA 98504-0128
(360) 664-1225
julian.beattie@utc.wa.gov

/s/ Brooks E. Harlow, WSBA # 11843
LUKAS, LAFURIA, GUTIERREZ & SACHS, LLP
8300 Greensboro Drive, Suite 1200
Tysons, VA 22102
Direct: (703) 584-8680
Cell: (206) 650-8206
bharlow@fcclaw.com

Counsel for Commission Staff

Counsel for Shuttle Express, Inc.