

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

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

DOCKET TE-210895

NORTHWEST TOURING LLC D/B/A
NW TOURING; NW TOURING &
CONCIERGE; LAST MINUTE WINE
TOURS; HERDING CATS WINE TOURS;
ET AL

SETTLEMENT AGREEMENT

I. INTRODUCTION

1 The regulatory staff (Staff) of the Washington Utilities and Transportation
Commission (Commission) and Northwest Touring LLC d/b/a NW Touring; NW Touring &
Concierge; Last Minute Wine Tours; Herding Cats Wine Tours, et al., (Northwest Touring
LLC or Company), through their authorized representatives, enter into the following
settlement agreement (Settlement) to resolve the issues raised in Docket TE-210895.

2 This Settlement is a “full multiparty settlement” as that term is defined in WAC 480-
07-730(3)(a) because it resolves all issues raised in this docket among Staff and Northwest
Touring LLC (the Parties). It is subject to review and disposition by the Commission to
determine whether it complies with the applicable legal requirements and whether approval
of the Settlement is consistent with the public interest.¹

II. BACKGROUND

3 On November 10, 2022, the Commission entered Order 01, Order Instituting Special
Proceeding; Complaint Seeking to Impose Penalties; and Notice of Virtual Hearing
(Complaint), pursuant to RCW 81.04.510, initiating this docket on its own motion. The

¹ WAC 480-07-740, -750.

Complaint alleges that Northwest Touring LLC violated RCW 81.70.260 on at least two occasions by (1) offering and (2) advertising to provide charter party or excursion carrier service. Specifically, on November 1, 2022, Staff discovered advertisements on the Company's Facebook page, www.facebook.com/NWTouring, and the Company's website, www.nwtouring.com, that offered to provide charter party or excursion carrier service within the state of Washington. On November 3, 2022, Staff obtained a quote from Northwest Touring LLC for charter party or excursion carrier service from the Marcus Whitman Hotel in Walla Walla, Washington, to various local wineries, and then back to the hotel.

III. TERMS OF AGREEMENT

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The Parties have reached an agreement on the issues raised in Docket TE-210895 and present this Settlement for the Commission's consideration and approval. The Parties therefore adopt the following Settlement, which they enter into voluntarily, to resolve the matters in dispute between them and to expedite the orderly disposition of this proceeding:

- Admission – Northwest Touring LLC admits that it violated RCW 81.70.260 on two occasions by (1) offering and (2) advertising to provide charter party or excursion carrier service.
- Classification – Northwest Touring LLC admits that it operated as a charter party or excursion service carrier subject to the jurisdiction of the Commission.
- Penalty – Northwest Touring LLC will pay a penalty of \$1,000. This amount will be due and payable upon the Commission's approval of the Settlement.

- Suspended Penalty – Northwest Touring LLC will accept the imposition of a \$9,000 suspended penalty. The Commission shall waive the suspended penalty after a period of two years from the effective date of this agreement, provided that Northwest Touring LLC does not operate as a charter party or excursion service carrier without authority from the Commission.
- The Parties agree that if the \$1,000 penalty is not paid by January 25, 2023, the entire amount of the penalty, including the suspended portion of \$9,000, will become due and payable on January 26, 2023.

IV. GENERAL PROVISIONS

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

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

7 Advocacy: The Parties agree to cooperate in submitting this Settlement promptly to the Commission for acceptance. The Parties agree to support adoption of this Settlement in proceedings before the Commission. No party to this Settlement or its agents, employees, consultants, or attorneys will engage in advocacy contrary to the Commission’s adoption of this Settlement.

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

9 Other proceedings: This Settlement shall have no precedential or preclusive effect in other proceedings except in a proceeding to enforce its terms. In the event this Settlement does not become effective, this Settlement 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 Docket TE-210895. In the event that the Commission rejects all or any portion of this Settlement, or accepts the Settlement with conditions not proposed in this Settlement, each party reserves the right to withdraw from this Settlement 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 Settlement or imposing conditions not proposed in this Settlement. In such event, no party will be bound or prejudiced by the terms of this Settlement, and the Parties agree to cooperate in developing a procedural schedule.

10 Settlement discussions: The Parties have entered into this Settlement to avoid further expense, inconvenience, uncertainty, and delay. As such, conduct, statements, and documents disclosed during negotiations of this Settlement shall not be admissible as evidence in this or any other proceeding, except in any proceeding to enforce the terms of this Settlement or any Commission order fully adopting those terms.

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

12 Counterparts: The Parties may execute this Settlement 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 Settlement warrants that they have authority to bind the party that they represent.

DATED this 8th day of December 2022.

NORTHWEST TOURING LLC D/B/A
NW TOURING; NW TOURING &
CONCIERGE; LAST MINUTE WINE
TOURS; HERDING CATS WINE
TOURS; ET AL



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