

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

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

MARTIN'S GORGE TOURS, LLC

DOCKET TE-220293

SETTLEMENT AGREEMENT

I. INTRODUCTION

1 The regulatory staff (Staff) of the Washington Utilities and Transportation
Commission (Commission) and Martin's Gorge Tours, LLC (Martin's Gorge Tours or
Company), through their authorized representatives, enter into the following settlement
agreement (Settlement) to resolve the issues raised in Docket TE-220293.

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 Martin's
Gorge Tours (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 October 19, 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
Complaint alleges that Martin's Gorge Tours violated RCW 81.70.220 on at least two
occasions by (1) offering and (2) advertising to provide charter party or excursion carrier
service. Specifically, on April 26, 2022, Staff discovered advertisements on
www.martinsgorgetours.com that offered to provide charter party or excursion carrier

¹ WAC 480-07-740, -750.

service within the state of Washington. Also on April 26, Staff obtained a quote from the Company for charter party or excursion carrier service from the Skamania Lodge in Stevenson, Washington, to various local wineries, and back.

III. TERMS OF AGREEMENT

4 The Parties have reached an agreement on the issues raised in Docket TE-220293 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 – Martin's Gorge Tours admits that it violated RCW 81.70.220 on two occasions by (1) offering and (2) advertising to provide charter party or excursion carrier service.
- Classification – Martin's Gorge Tours admits that it operated as a charter party or excursion service carrier subject to the jurisdiction of the Commission.
- Penalty – Martin's Gorge Tours will pay a penalty of \$1,000. This amount will be due and payable upon the Commission's approval of the Settlement.
- Suspended Penalty – Martin's Gorge Tours 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 Martin's Gorge Tours 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 December 29, 2022, the entire amount of the penalty, including the suspended portion of \$9,000, will become due and payable on December 30, 2022.

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-220293. 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 23rd day of November 2022.

MARTIN'S GORGE TOURS, LLC

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

/s/ Martin Hecht

/s/ Jason Hoxit

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