

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

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

HIGH SOCIETY TRANSPORTATION
LLC

DOCKET TE-250026

SETTLEMENT AGREEMENT

I. INTRODUCTION

1 The regulatory staff (Staff) of the Washington Utilities and Transportation
Commission (Commission) and High Society Transportation LLC (High Society or
Company), through their authorized representatives, enter into the following settlement
agreement (Settlement) to resolve the issues raised in Docket TE-250026.

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 High
Society (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 February 20, 2025, the Commission entered Order 01, Order Instituting Special
Proceeding; Complaint Seeking to Impose Penalties; and Notice of Mandatory Appearance
at Hearing (Complaint), pursuant to RCW 81.04.510, initiating this docket on its own

¹ WAC 480-07-740, -750.

motion. The Complaint alleges that High Society violated RCW 81.70.220 on at least five occasions by (1) offering services at least once and (2) advertising at least four times to provide charter party or excursion carrier service. Specifically, on January 8, 2025, Staff discovered advertisements on Facebook, Yelp, Cle Elum Community Page, and All Seasons Vacations for High Society that offered to provide charter party or excursion carrier service within the state of Washington. On January 8, 2025, Staff contacted the Company using an assumed name and obtained a quote for charter party or excursion carrier service between Roslyn and Snoqualmie, Washington.

III. TERMS OF AGREEMENT

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The Parties have reached an agreement on the issues raised in Docket TE-250026 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 – High Society admits that it violated RCW 81.70.220 on five occasions by (1) offering at least once and (2) advertising at least four times to provide charter party or excursion carrier service.
- Classification – High Society admits that it operated as a charter party or excursion service carrier subject to the jurisdiction of the Commission.
- Penalty – High Society will pay a penalty of \$2,500. This amount will be due and payable in accordance with agreed payment schedule upon the Commission's approval of the Settlement.
- Suspended Penalty – High Society will accept the imposition of a \$22,500 suspended penalty. The Commission shall waive the suspended penalty after a period of two years from the effective date of this agreement, provided that High

Society does not operate as a charter party or excursion service carrier without authority from the Commission.

- Compliance Review – Staff will complete compliance reviews every six months to ensure High Society has no ongoing violations.

- i. High Society agrees to notify both Department of Revenue they are no longer operating and close their business if they are not permitted and operating within 30 days of this agreement.
- ii. The Company agrees to surrender vehicle registration to the Department of Licensing for the vehicle plates BIE 1523 and C35127H, if they are not permitted and operating within 30 days of this agreement, as the company does not have current liability insurance required to operate.
- iii. Close all advertising platforms including the following: Facebook page, Yelp, and any other marketing formats currently used to offer services.
- iv. The Company does not have any non-voluntary cancellations of their permit by the Commission, if and when High Society has operating authority by the Commission again.

- Payment Plan – The Parties agree that High Society should be allowed to pay the penalty on a payment plan. The Parties agree that High Society will pay the \$22,500 balance immediately due and owing as a result of the Settlement over six months with monthly payments, as follows:

Due Date	Amount
May 1, 2025	\$417
June 2, 2025	\$417
July 1, 2025	\$417
August 1, 2025	\$417

September 2, 2025	\$417
October 1, 2025	\$415

- The Parties agree that if a payment is missed, the entire amount of the penalty, including the suspended portion of \$22,500, will become due and payable the day after the missed penalty was due. The Parties further agree that High Society may make payments in advance of the due date to discharge its payment obligation. Any prepayment of the penalty amount will be credited to the last date an installment is due and will not relieve the Company of its obligation to make its next scheduled payment.

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-250026. 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.

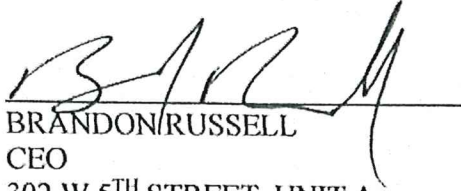
13 Authorized representatives: Each person signing this Settlement warrants that he or she has authority to bind the party that he or she represents.

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DATED this 25th day of March 2025.

HIGH SOCIETY TRANSPORTATION
LLC



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WASHINGTON UTILITIES AND
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KATHRYN MCPHERSON
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