

## APPENDIX A

### **RCW 80.01.040 - General powers and duties of commission.**

The utilities and transportation commission shall:

(1) Exercise all the powers and perform all the duties prescribed by this title and by Title 81 RCW, or by any other law.

(2) Regulate in the public interest, as provided by the public service laws, all persons engaging in the transportation of persons or property within this state for compensation.

(3) Regulate in the public interest, as provided by the public service laws, the rates, services, facilities, and practices of all persons engaging within this state in the business of supplying any utility service or commodity to the public for compensation.

(4) Make rules and regulations necessary to carry out its other powers and duties.

[2007 c 234 § 1; 1985 c 450 § 10; 1961 c 14 § 80.01.040. Prior: (i) 1949 c 117 § 3; Rem. Supp. 1949 § 10964-115-3. (ii) 1945 c 267 § 5; Rem. Supp. 1945 § 10459-5. (iii) 1945 c 267 § 6; Rem. Supp. 1945 § 10459-6. Formerly RCW 43.53.050.]

### **RCW 81.01.010 - Adoption of provisions of chapter 80.01 RCW.**

The provisions of chapter [80.01](#) RCW, as now or hereafter amended, apply to Title [81](#) RCW as fully as though they were set forth herein.

[1961 c 14 § [81.01.010](#).]

### **RCW 81.04.070 - Inspection of books, papers, and documents.**

The commission and each commissioner, or any person employed by the commission, shall have the right, at any and all times, to inspect the accounts, books, papers and documents of any public service company, and the commission, or any commissioner, may examine under oath any officer, agent or employee of such public service company in relation thereto, and with reference to the affairs of such company: PROVIDED, That any person other than a commissioner who shall make any such demand shall produce his authority from the commission to make such inspection.

[1961 c 14 § [81.04.070](#). Prior: 1911 c 117 § 77; RRS § 10415.]

### **RCW 81.12.020 - Order required to sell, merge, etc.**

No public service company shall sell, lease, assign or otherwise dispose of the whole or any part of its franchises, properties or facilities whatsoever, which are necessary or useful in the performance of its duties to the public, and no public service company shall, by any means whatsoever, directly or indirectly, merge or consolidate any of its franchises, properties or facilities with any other public service company, without having secured from the commission an order authorizing it so to do: PROVIDED, That this section shall not apply to any sale, lease, assignment or other disposal of such franchises, properties or facilities to a public utility district.

[1961 c 14 § [81.12.020](#). Prior: 1945 c 75 § 1; 1941 c 159 § 2; Rem. Supp. 1945 § 10440b.]

### **RCW 81.12.030 - Disposal without authorization void.**

Any such sale, lease, assignment, or other disposition, merger or consolidation made without authority of the commission shall be void.

[1961 c 14 § [81.12.030](#). Prior: 1941 c 159 § 3; Rem. Supp. 1941 § 10440c.]

### **RCW 81.68.010 - Definitions.**

The definitions set forth in this section apply throughout this chapter, unless the context clearly indicates otherwise.

(1) "Corporation" means a corporation, company, association, or joint stock association.

(2) "Person" means an individual, firm, or a copartnership.

(3) "Auto transportation company" means every corporation or person, their lessees, trustees, receivers, or trustees appointed by any court whatsoever, owning, controlling, operating, or managing any motor-propelled vehicle used in the business of transporting persons and their baggage on the vehicles of auto transportation

companies carrying passengers, for compensation over any public highway in this state between fixed termini or over a regular route, and not operating exclusively within the incorporated limits of any city or town.

(4) "Public highway" means every street, road, or highway in this state.

(5) The words "between fixed termini or over a regular route" mean the termini or route between or over which any auto transportation company usually or ordinarily operates any motor-propelled vehicle, even though there may be departure from the termini or route, whether the departures are periodic or irregular. Whether or not any motor-propelled vehicle is operated by any auto transportation company "between fixed termini or over a regular route" within the meaning of this section is a question of fact, and the finding of the commission thereon is final and is not subject to review.

[2007 c 234 § 46; 1989 c 163 § 1; 1984 c 166 § 1; 1979 c 111 § 16; 1975-'76 2nd ex.s. c 121 § 1; 1969 ex.s. c 210 § 10; 1961 c 14 § [81.68.010](#). Prior: 1935 c 120 § 1; 1921 c 111 § 1; RRS § 6387.]

**Notes:**

**Severability -- 1979 c 111:** See note following RCW [46.74.010](#).

**RCW 81.68.040 - Certificate of convenience and necessity.**

An auto transportation company shall not operate for the transportation of persons and their baggage for compensation between fixed termini or over a regular route in this state, without first having obtained from the commission under this chapter a certificate declaring that public convenience and necessity require such operation. Any right, privilege, certificate held, owned, or obtained by an auto transportation company may be sold, assigned, leased, transferred, or inherited as other property, only if authorized by the commission. The commission may, after notice and an opportunity for a hearing, when the applicant requests a certificate to operate in a territory already served by a certificate holder under this chapter, only when the existing auto transportation company or companies serving such territory will not provide the same to the satisfaction of the commission, or when the existing auto transportation company does not object, and in all other cases with or without hearing, issue the certificate as prayed for; or for good cause shown, may refuse to issue same, or issue it for the partial exercise only of the privilege sought, and may attach to the exercise of the rights granted by the certificate to such terms and conditions as, in its judgment, the public convenience and necessity may require.

[2007 c 234 § 49; 2005 c 121 § 3; 1961 c 14 § [81.68.040](#). Prior: 1921 c 111 § 4; RRS § 6390.]

**WAC 480-30-036 - Definitions, general.**

(1) See WAC 480-30-261 for definition of terms used primarily in tariffs and time schedules and WAC 480-30-216 for definitions used in driver and vehicle safety rules.

(2) Unless the language or context indicates that a different meaning is intended, the following definitions apply:

**"Agent"** means a person authorized to transact business for, and in the name of, another.

**"Airporter service"** means an auto transportation service that starts or ends at a station served by another type of transportation such as, air or rail transportation. Airporter service is often a premium service that involves handling luggage. Although stops may be made along the way, they are usually limited to picking up or discharging passengers, luggage, and/or express freight bound to or from the airport or depot served.

**"Alternate arrangements for passengers"** means the travel arrangements made by an auto transportation company that has accepted a trip booking or reservation from a passenger and that is unable to provide the agreed transportation. The alternate arrangements may require travel by another carrier or mode of transportation at no additional cost to the passenger beyond what the passenger would have paid for the original transportation arrangement.

**"Application docket"** means a commission publication providing notice of all applications requesting auto transportation operating authority, with a description of the authority requested. The commission sends this publication to all persons currently holding auto transportation authority, to all persons with pending applications for auto transportation authority, to affected local jurisdictions or agencies, and to all other persons who asked to receive copies of the application docket.

**"Area"** means a defined geographical location. Examples include, but are not limited to:

- (a) A specified city or town;
- (b) A specified county, group of counties, or subdivision of the state, e.g., western Washington;
- (c) A zone, e.g., company designated territory; or
- (d) A route, e.g., area within four road miles of Interstate 5.

**"Auto transportation company"** means every person owning, controlling, operating, or managing any motor-propelled vehicle not usually operated on or over rails, used in the business of transporting persons over any public highway in this state between fixed termini or over a regular route, and not operating exclusively within the incorporated limits of any city or town.

**"Between fixed termini or over a regular route"** means the fixed points between which an auto transportation company provides service or the route over which an auto transportation company ordinarily operates any motor-propelled vehicle, even though there may be variance whether the variance is periodic or irregular.

**"Bus"** means a motor vehicle designed, constructed, and/or used for the transportation of passengers.

**"Business days"** means days of the week excluding Saturdays, Sundays, and official state holidays.

**"By-reservation-only service"** means transportation of passengers by an auto transportation company, with routes operated only if passengers have made prior reservations.

**"Certificate"** means:

- (a) The certificate of public convenience and necessity issued by the Washington utilities and transportation commission under the provisions of chapter 81.68 RCW to operate as an auto transportation company; or
- (b) The certificate issued by the Washington utilities and transportation commission under chapter 81.70 RCW to operate as a charter and excursion carrier in the state of Washington.

**"Certificated authority"** means:

- (a) The territory and services granted by the commission and described in an auto transportation company's certificate of public convenience and necessity; or
- (b) Operations in the state of Washington for charter and excursion service carriers.

**"Charter party carrier of passengers" or "charter carrier"** means every person engaged in the transportation of a group of persons who, pursuant to a common purpose and under a single contract, have acquired the use of a motor bus to travel together as a group to a specified destination or for a particular itinerary, either agreed upon in advance or modified by the chartering group after having left the place of origin.

**"Claim"** means a demand made on a company for payment resulting from a loss sustained through the company's negligence or for inadequate service provided by the company.

**"Closed-door service"** means a portion of a route or territory in which an auto transportation company is not allowed to pick up or deliver passengers. Closed-door service restrictions must be clearly stated in an auto transportation company's certificate.

**"Common purpose"** means that a group of persons is traveling together to achieve a common goal or objective. For example, a group of persons traveling together to attend a common function or to visit a common location. For the purposes of these rules it does not mean a group of persons who have no common goal other than transportation to, or from, the airport.

**"Commission"** means the Washington utilities and transportation commission.

**"Common carrier"** means any person who transports passengers by motor vehicle over the public highways for compensation.

**"Company"** means an entity authorized by the commission to transport passengers, for compensation, using a motor vehicle, over the public highways of the state.

**"Complaint"** means one of two types of actions by a person against a passenger transportation company that the commission regulates:

(a) **"Informal complaints"** are those complaints filed with the commission under the provisions of WAC 480-07-910. Informal complaints are normally investigated and resolved by commission staff.

(b) **"Formal complaints"** are those complaints filed with the commission under the provisions of WAC 480-07-370. In a formal complaint, the burden of proof resides with the complaining party who must prove its assertions in a formal commission proceeding.

**"Connecting service"** means an auto transportation company service over a route, or routes, that require passengers to transfer from one vehicle to another vehicle operated by either the same company or a different company before reaching the ending point.

**"Contract carrier"** means a person holding a certificate issued by the commission authorizing transportation of passengers under special and individual contracts or agreements.

**"Customer"** means a person who purchased transportation services from an auto transportation company.

**"Direct route"** means an auto transportation company service over a route that goes from the beginning point to the ending point with limited, if any, stops along the way, and traveling only to points located on the specific route without requiring a passenger to transfer from one vehicle to another.

**"Discontinuance of service":**

(a) **"Permanent discontinuance of service"** means that a company holding auto transportation authority issued by the commission is unable to continue to provide all, or part of, the service authorized by the company's certificate, filed tariff, or filed time schedule and requests commission permission to permanently discontinue all, or part of, its service and relinquish that certificate or portion of that certificate. See WAC 480-30-186.

(b) **"Temporary discontinuance of service"** means that a company holding auto transportation authority issued by the commission is unable to continue to provide all, or part of, the service authorized by the company's certificate, filed tariff, or filed time schedule and requests commission permission to discontinue all, or part of, its service for a specified, limited period of time.

**"Door-to-door service"** means an auto transportation company service provided between a location identified by the passenger and a point specifically named by the company in its filed tariff and time schedule.

**"Excursion service carrier"** or **"excursion carrier"** means every person engaged in the transportation of persons for compensation over any public highway in the state from points of origin within any city, town, or area, to any other location within the state of Washington and returning to that origin. The service will not pick up or drop off passengers after leaving and before returning to the area of origin. The excursions may or may not be regularly scheduled. Compensation for the transportation offered must be computed, charged, or assessed by the excursion service company on an individual fare basis.

**"Express freight/package service"** means transportation of freight and packages, other than packages or baggage carried or checked by passengers, offered by a passenger transportation company.

**"Express passenger service"** means auto transportation company service provided between fixed points or stations with few, if any, stops along the route, and is designed to get passengers from origin to destination more quickly than normally scheduled passenger service.

**"Federal Motor Carrier Safety Administration"** means an agency of the United States Department of Transportation (USDOT) and successor agency to the former Interstate Commerce Commission.

**"Filing"** means any application, petition, tariff proposal, annual report, comment, complaint, pleading, or other document submitted to the commission.

**"Fixed termini"** means points of origin and destination that are set, static locations or defined geographic areas. Examples include a city or town, a building or an airport. In addition "fixed termini" can include service between an airport and unlimited points within a defined geographic area.

**"Flag stops"** means a point along an auto transportation company's normally traveled routes where the company stops only if it receives notification that a passenger wishes to board the vehicle at that point. An auto transportation company must list available flag stops in the company's tariffs and time schedules. Flag stops may only be named at points that provide waiting passengers safe access to the vehicle.

**"Group"** means:

- (a) Two or more passengers traveling together;
- (b) A class of passengers to whom special rates and/or rules apply. For example, active military personnel.

**"Intermediate point"** means a point located on a route between two other points that are specifically named in an auto transportation company's certificate or tariff.

**"Intermediate service"** means service to an intermediate point.

**"Interruption in service"** means a period of time during which an auto transportation company cannot provide service listed in its certificate, its filed tariff, or its filed time schedule. An interruption in service is normally short lived, lasting no more than a few hours or a few days.

**"Leasing":**

(a) **"Leasing authority"** means one auto transportation company allowing another person to operate all, or a portion, of the authority granted to the first company by the commission. A joint application to, and approval from, the commission is required to lease authority. See WAC 480-30-141.

(b) **"Leasing equipment"** means the act of a passenger transportation company to supplement its fleet by acquiring a vehicle(s) from a third party for a specified period of time under contract. See WAC 480-30-236.

**"Motor vehicle" or "vehicle"** means:

(a) As related to auto transportation companies: Every self-propelled vehicle used on the public highways, for the transportation of persons for compensation.

(b) As related to charter and excursion carriers: Every self-propelled vehicle with a manufacturer's seating capacity for eight or more passengers, including the driver, used on the public highways, for the transportation of persons for compensation.

**"Named points"** means cities, towns, or specific locations that are listed in an auto transportation company's certificate, tariff, or time schedule.

**"Nonstop service"** means transportation of passengers from point of origin to point of destination without stopping at any intermediate points.

**"On-call service"** means unscheduled auto transportation company service provided only to those passengers that have by prior arrangement requested service prior to boarding.

**"Passenger facility"** means a location at which an auto transportation company stations employees and at which passengers can purchase tickets or pay fares for transportation service.

**"Passenger transportation company"** means an auto transportation company or charter and excursion carrier.

**"Person"** means an individual, firm, corporation, association, partnership, lessee, receiver, trustee, consortium,

joint venture, or commercial entity.

**"Premium service"** means a type of service provided by an auto transportation company that is outside normal service. Examples include express service, direct route service, and nonstop door-to-door service.

**"Private carrier"** means a person who transports passengers in the person's own vehicle purely as an incidental adjunct to some other established private business owned or operated by that person in good faith.

**"Private motor vehicle"** means a vehicle owned or operated by a private carrier.

**"Public highway"** means every street, road, or highway in this state.

**"Public transit agency"** means a municipal corporation or agency of state or local government formed under the laws of the state of Washington for the purpose of providing transportation services including, but not limited to, public transportation benefit areas, regional transit authorities, municipal transit authorities, city and county transit agencies.

**"Residence"** means the regular dwelling place of an individual or individuals.

**"Route"** means a highway or combination of highways over which an auto transportation company provides passenger service. There are two types of routes:

(a) **"Irregular route"** means travel between points named in an auto transportation company's certificate via any highway or combination of highways the company wishes to operate over. The certificate issued to the company does not list highways to be used, but the company defines routes in its tariffs and time schedules.

(b) **"Regular route"** means an auto transportation company providing passenger transportation over a route named in the certificate issued to the company by the commission.

**"Scheduled service"** means an auto transportation company providing passenger service at specified arrival and/or departure times at points on a route.

**"Single contract"** means an agreement between a charter carrier and a group of passengers to provide transportation services at a set price for the group or trip. Under a single contract, passengers are not charged individually.

**"Small business"** means any company that has fifty or fewer employees.

**"Special or promotional fares"** means temporary fares for specific services offered for no more than ninety days.

**"State"** means the state of Washington.

**"Subcontracting - auto transportation company"** means that an auto transportation company holding authority from the commission contracts with a second auto transportation company to provide service that the original company has agreed to provide, but finds it is unable to provide. See WAC 480-30-166.

**"Subcontracting - charter and excursion carrier"** means that a charter and excursion carrier holding authority from the commission contracts with a second charter and excursion carrier to provide service that the original carrier has agreed to provide, but finds it is unable to provide.

**"Substitute vehicle"** means a vehicle used to replace a disabled vehicle for less than thirty days.

**"Suspension"** means an act by the commission to temporarily revoke a company's certificated authority; or an act by the commission to withhold approval of an auto transportation company's tariff filing.

**"Tariff"** or **"tariff schedule"** means a document issued by an auto transportation company containing the

services provided, the rates the company must assess its customers for those services, and the rules describing how the rates apply.

**"Tariff service territory"** means a company-defined geographic area of its certificated authority in which a specific tariff applies.

**"Temporary certificate"** means the certificate issued by the Washington utilities and transportation commission under RCW 81.68.046 to operate as an auto transportation company for up to one hundred eighty days or pending a decision on a parallel filed auto transportation company certificate application.

**"Temporary certificate authority"** means the territory and services granted by the commission and described in an auto transportation company's temporary certificate.

**"Ticket agent agreements"** means a signed agreement between an auto transportation company and a second party in which the second party agrees, for compensation, to sell tickets to passengers on behalf of the auto transportation company. See WAC 480-30-391.

**"Time schedule"** means a document filed as part of an auto transportation company's tariff, or as a separate document, that lists the routes operated by the company including the times and locations at which passengers may receive service and any rules specific to operating those routes.

[Statutory Authority: RCW 80.01.040, 81.04.160, 81.12.050, 81.68.030, and 81.70.270. 06-13-006 (General Order No. R-533, Docket No. TC-020497), § 480-30-036, filed 6/8/06, effective 7/9/06.]

#### **WAC 480-30-213 - Vehicles and drivers.**

(1) The vehicles operated by a passenger transportation company must be owned by or leased to the certificate holder.

(2) The driver of a vehicle operated by a passenger transportation company must be the certificate holder or an employee of the certificate holder.

[Statutory Authority: RCW [80.01.040](#), [81.04.160](#), [81.12.050](#), [81.68.030](#), and [81.70.270](#). 06-13-006 (General Order No. R-533, Docket No. TC-020497), § 480-30-213, filed 6/8/06, effective 7/9/06.]

APPENDIX B

# Shuttle Express

For Northwest People on the Fly!

*Penny*



RESERVATIONS

425.981.7000



**Express Car**

RESERVATIONS

425.981.7077

800 SW 16th St.

Renton, WA 98055

FAX 425.981.7071

[www.ShuttleExpress.com](http://www.ShuttleExpress.com)

Administration

425.981.7070

August 19, 2004

Gene Eckhard  
Washington Utilities and Transportation Commission  
1300 S Evergreen Park DR SW  
PO Box 47250  
Olympia, WA 98504-7250

RECEIVED  
RECORDS SECTION  
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STATE OF WASH  
UTILITY TRANSPORTATION COMMISSION

Over the past years the airport Shuttle and Livery Industry has become extremely competitive across the country. As such Shuttle Express has made every effort to efficiently operate in a profitable manner, stabilize fares and improve service to increase the number of people using our services. Despite our best efforts, Shuttle Express has unfortunately come to a point where we must re-evaluate our present business practices.

In reviewing our operations, we have determined that we can no longer sustain our current market position by running a fleet of employee drivers. Through out the passenger transportation industry in the United States, the vast majority of these like services have changed their operations to Independent Contractors. This change has been proven beyond a doubt to be to the advantage of the public and drivers.

Shuttle Express (hereinafter referred to as "company") proposes to the Washington Utilities and Transportation Commission (hereinafter referred to as "WUTC") to change the methods by which drivers for the company are paid. This method of pay to the drivers is in the best interest of the public and drivers. The public will benefit by stabilized pricing of fares and increased service. Fares will be stabilized as a result of reduced driver turnover, lower insurance rates, less hours of unproductive activity. Drivers will benefit by working productive hours matching the ebb and flow of airline traffic, and controlling cost within their control.

The license and authority of the WUTC to regulate and set fares of the company will be seamless and as it currently exists. All rules, regulations, reports and fees will remain the responsibility of the company as it currently exists. As this is only a change of method of driver pay and not a farming out or assignment of license authority, the integrity of the authority of operation from the State of Washington will exist at it does today.

*We promise friendly quality service*

Included in this proposal for authorization is:

1. Independent Contractor Agreement with Appendix.
2. Port Contract Allowing Independent Contract.
3. National Independent Contract Association which Independent Contractors will belong.
4. Trax Insurance program requirements and coverage, which will cover Auto/Passenger Insurance for five million dollars.

It is the express intent of Shuttle Express to continue our seventeen-year history of providing the best affordable ground transportation to the traveling public using Sea Tac Airport. Our research of other airport operations utilizing Independent Contractors has been carried out for more than four years. The results prove the efficiencies and cost control beyond any doubt and has been a proven system in many areas for well over 20 years. Recently the Airport Ground Transportation Manager for Phoenix Airport made a public presentation expressing the advantages they have received from Super Shuttle change to Independent Contractors. While this was impressive, it is but one of many such endorsing testimonials from the industry.

Respectfully submitted,



Jimmy Sherrell, President

8/19/04  
mox

**INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (hereinafter referred to as "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the Town of Renton, County of \_\_\_\_\_, and the State of Washington, by and between Shuttle Express, Inc. (hereinafter referred to as "Company") and \_\_\_\_\_ (hereinafter referred to as "Owner").

WHEREAS, Company holds the necessary operating authority from the Washington Utilities and Transportation Commission (hereinafter referred to as "WUTC") for Transportation Passenger Operations; and Port of Seattle Airport (hereinafter referred to as "PSA").

took out of 2/22/05 vehicle

WHEREAS, Owner is duly licensed by the State of Washington to operate a shuttle van, Owner owns and operates a passenger motor vehicle (hereinafter referred to as "Vehicle") which meets those requirements established by the Washington Department of Transportation and otherwise specified in this Agreement, and Owner desires to operate same as a sub-carrier under Company's operating authority as described by WUTC; and PSA.

WHEREAS, Company has a proprietary marketing and back office system which is desirable to owner; and

WHEREAS, Company holds the right to utilize certain name(s), trademark(s), trade name(s), service mark(s) and phone number(s) and conducts advertising for its own benefit to attract customers for its shuttle service (the "licensed property"); and

WHEREAS, Owner desires to license the name, trademarks, service marks, insignia, colors and color combinations for use in or on Owner's vehicle (the licensed property) for security and/or identification purposes in accordance with the terms set forth herein; and

WHEREAS, Owner desires to receive referrals from Company in accordance with the terms and conditions set forth herein;

NOW THEREFORE, the parties agree as follows:

Changed this para 2/22/05

**1. Independent Contractor Status of Owner.** By this Agreement, Owner and Company expressly acknowledge and agree that there does not exist between them the relationship of employer-employee or master-servant, either express or implied. This Agreement is not a contract of employment, hire or apprenticeship, and neither Owner nor any driver of Owner's Vehicle is an employee of Company. Owner is a self-employed person.

Owner acknowledges and agrees that, as a self-employed person, Owner is not eligible for Workers' Compensation Insurance from the Company, and the Company is not obliged to provide it. Owner, and any driver of Owner's Vehicle, will not be treated as an employee of Company for any purpose, including, but not limited to, the Federal

Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, State Workers' Compensation, State Unemployment Insurance, State Disability Insurance, and Federal and State income tax withholding at source. Company will not withhold any taxes or make any payments, either federal or State, on behalf of Owner or any driver of Owner's Vehicle. Owner hereby assumes complete responsibility for the payment of self-employment and Federal and State income taxes. Owner further agrees to obtain at owner's sole cost and expense any and all insurance required by any governmental or regulatory body.

*Just Changed  
a few words  
2/22/05  
Partnership  
Employment*

Furthermore, if Owner enters into an employment relationship with anyone, Owner shall be solely responsible for setting wages, benefits, hours and working conditions for any such employees; for furnishing at Owner's own expense during the entire period of this Agreement full and complete Workers' Compensation Insurance coverage for all such employees; for paying all required wages for said employees; for withholding all required taxes and for paying all required contributions with respect to said employees; and for complying with all laws relating to Owner's employees. Owner shall indemnify and hold Company harmless from any liability resulting from (I) the injury or death of any person driving, repairing, maintaining or otherwise involved in the operation of Owner's Vehicle and/or (II) Owner's failure to comply with his/her obligations under this Section 2.

Owner hereby acknowledges that, except for the fees described in Section 5 below, the Owner is not obligated and shall not pay Company any direct or indirect fee or charge for the privilege or right to enter into or maintain this Agreement or the use of Company's trade name, trade marks, service marks, insignia, color and color combinations as described herein.

## 2. Use of Company, Trade Marks, and Company Equipment.

(a) Company hereby grants to Owner the right to use the licensed property in or on Owner's Vehicle during the term of this Agreement and any extension(s) thereof.

(b) Owner agrees that all Company symbols, including, but not limited to, trade marks, trade names, logos, insignias, colors and color combinations, now and hereafter used by Owner, are solely and exclusively the property of Company.

(c) Owner shall not use Company's name, trade mark, trade name, service mark or phone number in any form of advertising without express written permission from Company.

(d) For the term of this Agreement and any other extension(s) thereof, Company hereby grants to Owner the right to use the Company Vehicle Identifying Number set forth in Appendix A.

## 3. Term

The term of this agreement shall commence upon the date of execution by Company and continue until (one year) \_\_\_\_\_.

Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, State Workers' Compensation, State Unemployment Insurance, State Disability Insurance, and Federal and State income tax withholding at source. Company will not withhold any taxes or make any payments, either federal or State, on behalf of Owner or any driver of Owner's Vehicle. Owner hereby assumes complete responsibility for the payment of self-employment and Federal and State income taxes. Owner further agrees to obtain at owner's sole cost and expense any and all insurance required by any governmental or regulatory body.

*Just Changed  
a few words  
2/22/05  
Partnership  
Employment*

Furthermore, if Owner enters into an employment relationship with anyone, Owner shall be solely responsible for setting wages, benefits, hours and working conditions for any such employees; for furnishing at Owner's own expense during the entire period of this Agreement full and complete Workers' Compensation Insurance coverage for all such employees; for paying all required wages for said employees; for withholding all required taxes and for paying all required contributions with respect to said employees; and for complying with all laws relating to Owner's employees. Owner shall indemnify and hold Company harmless from any liability resulting from (I) the injury or death of any person driving, repairing, maintaining or otherwise involved in the operation of Owner's Vehicle and/or (II) Owner's failure to comply with his/her obligations under this Section 2.

Owner hereby acknowledges that, except for the fees described in Section 5 below, the Owner is not obligated and shall not pay Company any direct or indirect fee or charge for the privilege or right to enter into or maintain this Agreement or the use of Company's trade name, trade marks, service marks, insignia, color and color combinations as described herein.

## 2. Use of Company, Trade Marks, and Company Equipment.

(a) Company hereby grants to Owner the right to use the licensed property in or on Owner's Vehicle during the term of this Agreement and any extension(s) thereof.

(b) Owner agrees that all Company symbols, including, but not limited to, trade marks, trade names, logos, insignias, colors and color combinations, now and hereafter used by Owner, are solely and exclusively the property of Company.

(c) Owner shall not use Company's name, trade mark, trade name, service mark or phone number in any form of advertising without express written permission from Company.

(d) For the term of this Agreement and any other extension(s) thereof, Company hereby grants to Owner the right to use the Company Vehicle Identifying Number set forth in Appendix A.

## 3. Term

The term of this agreement shall commence upon the date of execution by Company and continue until (one year) \_\_\_\_\_.

(c) Company may offset against the amounts payable to Owner for any and all amounts owed by Owner to Company.

(d) "Gross Customer Fares" shall mean all sums received or receivable, directly or indirectly, on account of Shuttle Services performed by the applicable driver (excluding tips), whether paid in cash, by credit card or otherwise. "Week" shall mean a 7 day period beginning on Monday and ending on the following Sunday.

(e) Owner agrees that any monies due him/her after Royalties and Surcharges will be paid the owner via NICA, Incorporated's trust account "The IC Declaration of Trust".

**6. Airport and Port Fees.** Owner shall pay all direct airport and port fees incurred in the operation of his/her Vehicle at all airports and ports. Owner shall pay the airport and port fees no less than weekly, and such payments shall be made to the Company to remit them on Owner's behalf, in which case the Royalty shall be increased by the amount of such payments. Owner acknowledges that airport and port fees are subject to change by charging entity. To the extent required by any port authority, Owner appoints Company as its agent for the purpose of negotiation and remitting Owner's fees to the port.

#### **7. Customers.**

(a) Owner will receive referrals to transport passengers and/or baggage via Company's dispatch and reservation system ("Dispatch"). Owner agrees to comply with applicable port staging area procedures, procedures for efficient use of the radio, and other Dispatch procedures. If Owner overcharges a passenger and the Company is thereby required to make a refund, Owner agrees to pay to Company the amount of the refund paid by the Company.

(b) In Transporting passengers pursuant to this Agreement, Owner agrees to charge only those tariffs/fares assigned/approved by Company.

#### **8. Owner's Discretion.**

(a) Except as may be required by applicable law and regulations, Owner will have the absolute discretion of determining the manner and means of accomplishing the performance of the services rendered, including, but not limited to, such matters as hiring, supervising, paying, and discharging of drivers hired by Owner. Owner may not utilize Company symbols, insignias, logos, trade identification colors or any other licensed property, while performing any transportation service to or from SeaTac International Airport or any other facility which has issued a permit to Company unless Owner is providing services under this agreement. Nothing herein shall prohibit Owner from performing services that are not restricted by this agreement.

(b) Owner may perform services under this Agreement at any time during the term hereof and any extension(s) hereof. Further, at Owner's option, Owner may elect to perform services during specified time periods mutually agreed to by the parties

from time to time, and by such election Owner shall be entitled to operate at Airport during such specified time periods.

**9. Processing of Credit Card Charges.** Company shall process credit card charges for all Customers Fares including Owner Collected Fares. In the event of a charge on a lost or stolen credit card or in the event a passenger causes a credit card payment to be denied, at the option of the Company the Owner shall bear the loss. Owner must obtain signed receipts for all pre-paid transactions for passengers delivered through the system and will forfeit 100% of any fare charged back to the company, plus any fees levied in connection therewith, if a signed receipt is not obtained.

**10. Compliance With Federal, State and Local Authorities.**

(a) Owner acknowledges that strict compliance with the financial reporting requirements established by any Federal, State, or Local authority is essential to operations under this Agreement. Owner further understands that Company, as holder of the necessary operating authorities, is required by law (1) to file an annual report with the WUTC AND PSA; and (2) to file returns disclosing gross passenger revenues received by all Owners, and may be required to pay fees in connection with those reports. Owner further understands that failure to promptly submit such reports, returns and fees may result in suspension or revocation of the WUTC and PSA operating authority pursuant to which Owner, and other Owners, operate under this Agreement.

(1) Owner will accurately report to Company passenger volumes carried and gross revenues by Owner while operating under this Agreement (Day Sheet).

(2) Owner will maintain such records as are required to permit the WUTC and PSA to conduct an audit of Owner's Gross Revenue Report.

(b) In the event of an audit by any overseeing authority of either the Company and/or Owner, Owner agrees to make available to the Company all records and documents relating to the operation of the Vehicle under this Agreement and to fully cooperate with Company in the preparation and compilation of individual or summary records to be submitted by Company in connection with such an audit.

(c) Owner agrees to Indemnify Company for any penalties, assessments, or other direct or indirect losses arising out of any failure by Owner to accurately report gross revenues to Company.

**11. Vehicle Specifications and Maintenance.**

(a) Throughout the term of this Agreement and any extension(s) thereof, Owner's Vehicle shall be of a certain make and model, to be approved by Company in order for Owner to affix any licensed property thereon. Owner and Owner's vehicle shall comply with all safety, maintenance and appearance regulations of the WUTC and PSA, all other airport and port authorities, and the company, or as now exist or as amended from time to time hereafter.

(b) Owner's Vehicle shall not be over five (5) years old (based on the initial date of sale; i.e. the first sale of the vehicle by a dealer) or exceed 400,000 miles or fail to meet any standard as may be required by applicable law or to comply with safety standards established by governing regulatory agencies, if less restrictive than required by the Company. Owner shall replace the Vehicle as may be necessary to comply with this provision. Provided that the vehicle has less than 400,000 miles of use, Company may waive this provision upon such conditions as Company may, in its sole and absolute discretion, impose.

(c) To determine the Vehicle's compliance with the aforementioned governmental regulations, Company shall have the right to inspect the Vehicle as follows:

(1) Field inspections - conducted in the field on a daily basis, typically at port staging areas.

(2) Scheduled inspections - conducted on a monthly basis at the Company's facility or at another location otherwise designated by Company. This consists of a complete Vehicle maintenance inspection to assure that the Vehicle is in safe condition and in compliance with all applicable regulatory requirements.

Failure of Owner's Vehicle to comply with the aforementioned regulatory requirements will result in immediate suspension of Owner's rights under this Agreement. Owner shall cease operations under this Agreement immediately and until such time as all noted deficiencies are corrected.

(d) Owner assumes responsibility for the payment of all operating costs and expenses incidental to the operation of Owner's Vehicle and equipment, including, but not limited to, maintenance, all licensing fees and other applicable fees assessed by the governing regulatory agencies and vehicle registration fees. Owner further agrees to pay all fines assessed against the Vehicle, its driver(s), or its operation. Company may also require Owner to purchase, license and install and/or utilize any technology deemed by Company to be reasonably useful and beneficial, including but not limited to, Drive Cam recording equipment and communications equipment. At Owner's request, Company may in its discretion agree to remit Owner's payments to third party supplier(s) of telephone paging devices and two-way radios; if Company agrees to remit such amounts, such amounts shall be deducted from Owner's Weekly Reconciliation of Gross Fares.

(e) Owner shall comply strictly with WUTC and PSA Regulations, which sets limits on drivers' hours with respect to compensated passenger transport. The statute reads as follows:

"No person shall drive upon any highway any vehicle designed or used for transporting persons for compensation for more than 10 consecutive hours nor for more than 10 hours spread over a total of 15 consecutive hours.

Thereafter, such person shall not drive any such vehicle until eight consecutive hours have elapsed."

"Regardless of aggregate driving time, no driver shall drive for more than 10 hours in any 24-hour period unless eight consecutive hours off duty have elapsed."

In addition, Owner shall not be in service for more than 15 hours, with at least eight hours elapsing between periods of service, and Company shall impose measures to enforce this requirement.

## **12. Compliance With Law And Governmental Regulations.**

(a) Throughout the term of this Agreement and any extension(s) thereof, Owner shall possess and maintain all required licenses, permits and certificates necessary for lawful operations under this Agreement, including, without limitation, Owner's current Washington driver's license; current vehicle registration; evidence of title to Owner's Vehicle, and Owner shall transmit copies of all such licenses, certificates and permits in full force and effect throughout the term of this Agreement and any extension(s) thereof. Owner shall immediately notify Company of any change, revocation, suspension, renewal or amendments to any of the aforementioned licenses, certificates and/or permits.

(b) Owner, and all drivers of Owner's Vehicle, shall comply with all laws and governmental regulations relating to the operation of a shuttle van, including, but not limited to, applicable regulations of the WUTC, the various airport and port authorities, and federal, state, county, and municipal statutes and regulations.

(c) Owner shall ensure that all other drivers of Owner's Vehicle comply with all provisions of this Agreement and all laws and governmental regulations applicable to the operation of Owner's Vehicle.

(d) Owner grants Company the right to contact any passenger transported in Owner's vehicle.

(e) Owner agrees at all times to prominently display their name, and the fact that they are an Owner Operator, inside the Vehicle.

**13. Reporting of Incidents.** In the event that Owner's vehicle is involved in an accident or should any operator of such vehicle receive a citation or notice that Owner or any driver of Owner's Vehicle has violated any law or regulation in connection with the operation of any Vehicle, Owner shall immediately notify the Company and transmit copies of such accident report, citation or notice to Company and cooperate fully with Company in the investigation thereof.

**14. Promotional Materials.** Company, in its marketing and promotional efforts, may periodically produce flyers, promotional handouts, signage, etc., for in-van or van exterior display. Company shall have the sole and exclusive right to sell and place advertising on the exterior or interior of the Vehicle, and Owner shall place and

display all such advertising material as Company may direct from time to time. Except with the Company's prior written consent (which may be withheld in its sole discretion), Owner may not advertise services or products or display or affix signs or decals to the exterior or interior of Vehicles in its fleet other than those required by Company.

#### 15. Insurance, Accidents, Etc.

(a) During the term of this Agreement and any extension(s) thereof, Owner agrees to provide and maintain in full force and effect, and at Owner's sole expense, policies of insurance issued by carriers, approved by Company covering the insurance risks, and having the levels of coverage and deductibles specified by Company from time to time. Such insurance policies shall name Company, and others as required by the governing regulatory agencies and airport and port authorities, as additional insureds and shall provide for thirty (30) days' prior written notice to Company, and the involved regulatory agencies and airport and port authorities, of any modification, cancellation, or expiration of a policy. Prior to operating under this Agreement and from time to time as requested by Company, Owner shall provide evidence satisfactory to Company that such insurance is in full force and effect.

(b) Owner acknowledges that the WASHINGTON DEPARTMENT OF TRANSPORTATION or other governing regulatory agencies may require that Owner obtain such insurance through the Company or an affiliate; and if the WASHINGTON DEPARTMENT OF TRANSPORTATION or another regulatory agency so requires, Owner agrees to do so. In the event Owner obtains insurance through Company pursuant to this subparagraph, Owner shall remit the premium as and when directed by Company.

(c) Owner shall supply Company and other regulatory agencies and airport and port authorities evidence of dual-driver coverage and evidence of full compliance with subparagraphs 15(a) and 15(b) above prior to permitting anyone other than Owner to operate Vehicle.

(d) Owner's obligation to maintain insurance coverage herein described shall not be affected in any manner by any separate insurance maintained by Company, nor shall the maintenance of such insurance by the Company relieve Owner of an obligation under this Agreement.

(e) A current proof of insurance evidencing effective coverage in accordance with this Agreement shall be present in the Vehicle at all times. Any lapse, termination, cancellation or other interruption of required insurance coverage for any reason shall be grounds for the Company's immediate cancellation of this Agreement.

(f) In the event the Vehicle is involved in, or contributes to, any accident, injury or property damage, Owner agrees that he/she will report it or cause it to be reported to all insurance carriers providing coverage for the Vehicle and to the Company by telephone or in person immediately after the occurrence thereof. Owner shall fully cooperate with said carrier(s) and Company in the investigation, settlement or defense thereof. The owner will then submit a written report which should include how, when and where the accident or loss happened as well as the names and addresses of any injured

persons and of any witnesses. Owner shall promptly send to Company copies of any legal papers relating to any accident or legal claim involving the Vehicle.

(g) Owner shall indemnify and hold Company harmless from any claims, damages and liability against Company resulting from Owner's noncompliance with his/her insurance obligations under this Agreement or resulting from Owner's failure to provide notification of an accident as provided by this Agreement.

(h) Owner shall observe all Federal, State and Local laws, rules and regulations and any rules or regulations of any transportation facility or authority at all times while Owner is utilizing any right, privilege, property or authorization belonging to Company, including without limitation, Company's logos or registration.

(i) Owner shall agree to abide by and be subject to the Behavioral Based Safety Program as outlined in appendix A.

**16. Medical/Disability and Employer's Liability Insurance.** Owner agrees to assume responsibility for and to purchase, maintain, and keep in full force and effect Owner's own medical/disability and employer's liability insurance at Owner's own expense, for Owner's own benefit and for the benefit of any subcontractors, drivers and/or helpers employed by Owner, and to provide Company with evidence of said protection.

**17. Other Drivers of the Vehicle.** In the event Owner elects to use other drivers for Owner's Vehicle in connection with operations under this Agreement, Owner shall be exclusively responsible for all obligations arising from employment and compensation of such other drivers. Owner shall cause any such other driver to comply fully with each and every term of the Agreement. Owner shall provide written evidence of acceptance of this Agreement by said other driver on a form approved by Company and Company shall have the unlimited right to deem any such person unacceptable at any time during the term of this agreement, in which event, Owner shall not permit such person to operate the vehicle in performance of Owner's obligation hereunder. Owner agrees to take full responsibility for the actions of such other drivers and for all fees owed by such other drivers to the Company.

Any drivers who are not employees of Owner shall possess and maintain all required licenses, permits and certificates necessary for lawful operations under this agreement and have successfully completed, at Owner's sole cost and expense, the Company's Training Program.

**18. Confidentiality.**

(a) The operations of Company, and the identity of Company's customers, are absolutely confidential and a trade secret of Company. Any disclosure of the identity of Company's customers, or of the nature of the operations of Company, other than as are openly obvious and advertised by Company to the public, constitutes a violation of Company's trade secret rights and its attendant right to confidentiality. Breach of this confidentiality provision by Owner or any of Owner's other drivers shall be grounds for immediate cancellation of this Agreement.

**APPENDIX A**

**Owner's Name:** \_\_\_\_\_

**Home Address:** \_\_\_\_\_

**City, State Zip:** \_\_\_\_\_

**VIN:** \_\_\_\_\_

**Year:** \_\_\_\_\_

**Make:** \_\_\_\_\_

**Model:** \_\_\_\_\_

**Company Vehicle Number:** \_\_\_\_\_

**Reconciliation Date:** **Wednesday**

APPENDIX A

Owner's Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

VIN: \_\_\_\_\_

Year: \_\_\_\_\_

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Company Vehicle Number: \_\_\_\_\_

Reconciliation Date: Wednesday



## Behavioral Based Safety Program

<u>Time Period</u>	<u>Behavior</u>	<u>Action</u>
12 months	1 preventable collision 1 moving violation 1 unacceptable observation or ride 2 verified complaints	Warning & re-orientation
12 months	2 preventable collisions 2 moving violations 2 unacceptable observations or rides 3 verified complaints	Termination of contract
24 months	2 preventable collisions 2 moving violations 2 unacceptable observations or rides 4 verified complaints	Re-orientation
24 months	3 preventable collisions	Termination of contract
36 months	4 preventable collisions 3 moving violations 3 unacceptable observations or rides 6 verified complaints	Termination of contract
Anytime	Unreported collision or moving violation	Termination of contract
Anytime	DUI / DWI conviction	Termination of contract
Anytime	Positive drug test or refusal to take test	Termination of contract
Anytime	Serious moving violation as defined by CMVSA* Speeding – 15 mph or more over limit Reckless driving Disobeying stop sign or traffic signal Improper lane change Following too close Aggressive driving Preventable collision involving the above or irresponsible behavior	Termination of contract

\*Federal Motor Carrier Safety Regulation – Commercial Motor Vehicle Safety Act

APPENDIX C

2/22/05

SHUTTLE EXPRESS DRAFT 2/22/2005

*Same issues as 8/19/2004 draft  
Co cannot lease permit & authority more than one person  
He wants to lease his authority to several parties  
He can do that.*

**INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (hereinafter referred to as "Agreement" is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, in the Town of Renton, County of King, and State of Washington, by and between Shuttle Express, Inc. (hereinafter referred to as "Company") and \_\_\_\_\_ (herein referred to as "Owner").

WHEREAS, Company holds the necessary operating authority from the Washington Utilities and Transportation Commission (herein referred to as "WUTC") for Transportation Passenger Operations; and the Port of Seattle Airport (herein referred to as "POS"), and

*[Handwritten scribble]*

WHEREAS, Company has a proprietary marketing and back office systems which are desirable to owner; and

WHEREAS, Company holds the right to utilize certain name(s), trademark(s), trade name(s), service mark(s) and phone number(s) and conducts advertising for its own benefit to attract customers for its shuttle service (the "licensed property"); and

WHEREAS, Owner desires to license the name, trademarks, service marks, insignia, colors and color combinations for use in or on Owner's vehicle (the licensed property) for security and/or identification purposes in accordance with the terms set forth herein; and

WHEREAS, Owner desires to receive referrals from Company in accordance with the terms and conditions set forth herein;

NOW THEREFORE, the parties agree as follows:

**1. Independent Contractor Status of Owner.**

(a) By this Agreement, Owner and Company expressly acknowledge and agree that there does not exist between them the relationship of employer-employee or master-servant, either express or implied. This Agreement is not a contract of employment, hire or apprenticeship. Owner is a self-employed person.

(b) Owner acknowledges and agrees that, as a self-employed person, Owner is not eligible for Workers' Compensation Insurance from the Company and the Company is not obliged to provide it. Owner will not be treated as an employee of the Company for any purpose, including, but not limited to, the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, State Workers' Compensation, State Unemployment Insurance, State Disability Insurance, and Federal and/or State income tax withholding at source. Company will not withhold any taxes or make any payment, either federal or state, on behalf of Owner. Owner hereby assumes complete responsibility for the payment of self-employment and Federal and State income taxes. Owner further agrees to obtain at Owner's sole cost and expense any and all required insurance.

(c) Furthermore, if Owner enters into a partnership, both Owners will sign and be subject to all portions of this Agreement. Owners or partnership cannot have employees under this Agreement. An Owner having an employee operate under this Agreement shall be cause for the immediate termination of this Agreement.

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(d) Owner shall indemnify and hold Company harmless from any liability resulting from (I) the injury or death of any person driving, repairing, maintaining or otherwise involved in the operation of Owner's vehicle and/or (II) Owner's failure to comply with his/her obligations under this Agreement.

(e) Owner hereby acknowledges that, except for fees described in Section 5 below, the Owner is not obligated and shall not pay Company any direct or indirect fees or charges for the privilege or right to enter into or maintain this Agreement or the use of Company's licensed property.

(f) While Owner is not nor shall not in any manner be an employee of the Company:

1) The Company is the sole holder of all licenses, agreements and/or authorizations with any and all federal, state and other regulatory bodies.

2) The Company shall be responsible for and obligated to all regulatory bodies to ensure Owner is fully informed of and in full compliance with any and all rules, regulations and applicable laws.

(g) Prior to operating under this Agreement, Owner shall successfully complete a Company orientation course which includes but is not limited to (i) All portions of this Agreement (ii) Customer service standards (iii) Defensive driving. Furthermore, Owner shall attend regularly scheduled meetings for orientation topic refresher and updates.

**2. Use of Company Trade Marks, and Company Equipment.**

(a) Company hereby grants to Owner the right to use the licensed property in or on Owner's vehicle during the term of this agreement and any extension(s) of it.

(b) Owner agrees that all Company symbols, including but not limited to trade marks, trade names, logos, insignias, colors and color combinations, now and hereafter used by Owner, are solely and exclusively the property of the Company.

(c) Owner shall not use Company's name, trade mark, trade name, service mark or phone number in any type advertising without express written permission from the Company.

(d) For the term of this Agreement and any extension(s) of it the Company hereby grants Owner the right to use the Company Vehicle Identifying Number set forth in Appendix A.

**3. Term**

(a) The term of this agreement shall commence upon the date of execution by the Company and continue until (one year) \_\_\_\_\_.

(b) This agreement shall automatically be renewed, unless terminated earlier, for an additional one year term upon expiration of the original term, or any renewal of it.

**4. Collection of Customer Fares.**

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Owner acknowledges that subject to its obligation to pay the Company the Royalty described in Section 5 below, all fares paid by customers ("Customer Fares"), whether paid to Owner, in cash or otherwise ("Owner Collected Fares"), or paid directly to Company, or its affiliates, in the form of credit card reservations ("Credit Card Collected Fares") shall be and remain the property of the Owner.

(a) Owner acknowledges that Owner Collected Fares shall be deemed to have been received by Owner and are subject to Royalty. Owner shall be responsible for collecting from customers all Owner Collected Fares and any applicable tariffs.

(b) The Company shall be solely responsible for collecting other Customer Fares including Credit Card Collected Fares and other payment in connection with prepaid reservations confirmed by Company's Dispatch system (as described below). Company collected fares shall be deemed to have been received by Company as agent for the Owner.

(c) Once each week, prior to 5:00 p.m. on the day of the week specified on Appendix A, ("Reconciliation Date"), and on that day every week during the term of this agreement and any extension if it, Owner shall remit to the Company any and all daily Recaps as outlined in Section 5, listing all fares collected the previous week, both those collected by the Owner and those collected by the Company as Owner's agent, along with an accounting of such Owner Collected Fares. In the event the Owner's Recaps are not delivered to the Company on or before 5:00 p.m. on the Reconciliation Date of the week in which they are due, Company may immediately cease referring passengers to Owner and Owner will immediately cease operations under this agreement until the Recaps are delivered to the Company and all fares are reconciled.

(d) In transporting passengers pursuant to this Agreement, Owner agrees to charge only those tariffs/fares assigned and approved by the Company. When accepting a dispatch from the Company, Owner will charge that fare communicated by the Company and no variation is allowed unless authorized and assigned by the Company. (IE: Fuel Surcharge)

### **5. Royalties and Surcharges**

(a) On each day that Owner provides Shuttle services, Owner will prepare a "Recap", on a form prescribed by the Company, accurately and completely reporting all of Owner's Gross Customer Fares, number of passengers transported along with addresses and times and all transactions for that day.

(b) On each Monday, Owner shall pay Company a Commission equal to 40% of the Net Customer Fares reconciled on the immediate preceding Weekly Reconciliation Date for use of the Licensed Property and in consideration of the services performed by the Company. Net Customer Fares shall equal the Gross Customer fares less a "Reservation Service Charge" of one-dollar (\$1) per passenger by Owner.

(c) The Company may offset against the amounts payable to Owner for any and all amounts owed by Owner to the Company.

(d) "Gross Customer Fares" shall mean all sums received or receivable, directly or indirectly, on account of Shuttle services performed by the Owner (excluding tips), whether paid in cash, by credit card or otherwise. "Week" shall mean a 7 day period beginning on Monday and ending on the following Sunday.

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(e) Owner agrees that any monies due him/her after Royalties and Surcharges will be paid to the Owner via NICA Incorporated's trust account, "The IC Declaration of Trust".

**6. Airport, Port and WUTC Fees**

Owner shall pay all direct airport, port, and WUCT fees incurred in the operation of his/her vehicle to or from all airports and ports. Owner shall pay those fees no less than weekly, and such payments shall be made to the Company to remit them on Owner's behalf, in which case the Royalty shall be increased by the amount of such payments. Owner acknowledges that airport, port and WUTC fees are subject to change by charging entity. To the extent required by any port or state authority, Owner appoints Company as its agent for the purpose of negotiation and remitting Owner's fees to the port.

**7. Customers, Fares and Service Standards**

(a) Owner will receive referrals to transport passengers and/or baggage via Company's dispatch and reservation system ("Dispatch"). Owner agrees to comply with applicable port staging area procedures, procedures for efficient use of the radio and other dispatch procedures. If Owner overcharges a passenger and the Company is therefore required to make a refund, Owner agrees to pay to the Company the amount of the refund paid by the Company.

(b) In transporting passengers pursuant to this agreement, Owner agrees to charge only those tariffs/fares assigned and approved by the Company.

(c) Owner agrees to abide by all customer service standards which may change from time to time. While operating under this Agreement this includes but is not limited to: (i) All uniform standards. (ii) All grooming and image standards. (iii) All published guidelines for conduct and customer service.

**8. Owner's Discretion**

(a) Except as may be required by applicable law and regulations or otherwise by this agreement, Owner will have the absolute discretion of determining the manner and means of accomplishing the performance of services rendered.

(b) Owner may not utilize Company symbols, insignias, logos, trade identification colors or any other licensed property, while performing any transport service to or from SeaTac International Airport or any other facility which has issued a permit or license to the Company unless owner is performing services under this agreement. Nothing herein prohibits Owner from performing services that are not restricted by this agreement.

(c) Owner may perform services under this agreement at any time during the term or any extension(s) of it. Further, at Owner's option, Owner may elect to perform services during specified time periods mutually agreed to by the parties from time to time, and by such election Owner will be entitled to operate at Airport during such specified time periods.

**9. Processing of Credit Card Charges**

Company shall process credit card charges for all Customer Fares including Owner Collected Fares. In the event of a charge on a lost or stolen credit card or in the event a

*where does contract have control over owner? 4*

## SHUTTLE EXPRESS DRAFT 2/22/2005

passenger caused a credit card payment to be denied, at the option of the Company the Owner shall bear the loss. Owner must obtain signed receipts for all pre-paid transactions from passengers delivered through the system and will forfeit 100% of any fare charged back to the Company, plus any fees levied in connection, if a signed receipt is not obtained.

### **10. Compliance with Federal, State, and Local Financial Reporting**

(a) Owner acknowledges that strict compliance with the financial reporting requirements established by any Federal, State, or Local authority is essential to operations under this agreement. Owner further understands that the Company, as holder of the necessary operating authorities, is required by law (1) to file an annual report with the WUTC and POS; and (2) to file returns disclosing gross passenger revenues received by all Owners, and may be required to pay fees in connection with these reports. Owner further understands that failure to promptly submit such reports, returns and fees may result in suspension or revocation of the WUTC and/or POS operating authority pursuant to which Owner and other Owners operate under this agreement.

1) Owner will accurately report to Company passenger volumes and gross revenues by Owner while operating under this agreement. (Daily Recap)

2) Owner will maintain such records as are required to permit an audit of Owner's Gross Revenue Report. The Company will audit each and every daily recap sheet to verify compliance with this agreement.

(b) In the event of an audit by any overseeing authority of either the Company and/or Owner, Owner agrees to make available to the Company all records and documents relating to the operation of the vehicle under this agreement and to fully cooperate with the Company in preparation and compilation of individual or summary records to be submitted by the Company in connection with such an audit.

(c) Owner agrees to indemnify the Company for any penalties, assessments or other direct or indirect losses arising out of any failure by Owner to report gross revenues or other required information to the Company.

### **11. Vehicle Specifications and Maintenance**

(a) Throughout the term of this agreement and any extension(s) of it, Owner's vehicle shall be of a certain make and model to be approved by the Company in order for Owner to operate under this agreement.

(b) Owner and Owner's vehicle shall comply with all safety, maintenance and appearance regulations as now exist or as may be amended from time to time. This includes but may not be limited to: (i) Daily pre and post trip driver inspection. (ii) Periodic inspection at least once per year by a qualified inspector as per WUTC 49CFR, part 396 and FMCSA part 396.

(c) Owner agrees that interior and exterior of vehicle shall be thoroughly cleaned at a minimum of once per day and that the vehicle shall remain a non-smoking area at all times.

(d) To determine the vehicle's compliance the Company has the right to inspect the vehicle as follows:

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- (1) Field Inspections conducted daily typically at base or port staging areas.
- (2) Scheduled Inspections conducted.

**12. Compliance with Law and Governmental Regulations**

(a) Throughout the term of this agreement and any extension(s) of it Owner shall possess and maintain all required licenses, permits and certificates necessary for lawful operation under this agreement; including but not limited to current Washington driver's license, current vehicle registration, evidence of title to vehicle; and Owner shall provide current copies of all such licenses, certificates and permits. Owner shall immediately notify the Company of any change, revocation, suspension, renewal or amendments to any license permit or certificate.

(b) Owner and all partners shall comply with all laws and governmental regulations and rules relating to the operation of the vehicle including various, port, federal, state, county and municipal statutes and regulations. This includes but is not limited to (i) Random and scheduled drug and alcohol testing (ii) DOT approved medical testing (iii) WSP criminal background check.

(c) Compliance with all hours of service regulations including (i) Minimum of 8 consecutive hours off after a maximum of 10 hours drive time and/or 15 hours work time. (ii) A maximum of 60 hours work and/or drive time within any 70 consecutive hours.

(d) Owner grants the Company the right to contact any passenger transported in the Owner's vehicle.

(e) Owner agrees at all times to prominently display their name and the fact that they are an Owner Operator inside the vehicle.

**13. Reporting Of Incidents**

In the event that the Owner's vehicle is involved in any accident (any contact with anything or contacted by anything) or should the Owner or any partner receive a citation or notice of violating any law or regulation in connection with the operation of any vehicle, Owner or partner shall immediately notify the Company and provide copies of all accident reports, citations or notices and cooperate fully with the Company in any investigation.

**14. Promotional Materials**

The Company in its marketing and promotional efforts may produce flyers, handouts, signs, etc. of in-van or van exterior display. The Company shall have the sole and exclusive right to sell and place advertising on the exterior or interior of the vehicle and the Owner shall place and display all such advertising as the Company may direct. Except with the Company's prior written consent (which may be withheld at its sole discretion) Owner may not advertise service or products or display or affix signs or decals to the exterior or interior of vehicle other than those required by the Company while operating under the terms of this Agreement.

**15. Insurance, Accidents, Etc.**

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(a) During the term of this agreement and any extension(s) of it Owner agrees to provide and maintain in full force and effect at Owner's sole expense policies of insurance provided by the carrier(s) approved by the Company and having the levels, coverage and deductibles specified by the Company from time to time. Such insurance policies will name the Company and others as required as additional insureds and shall provide 30 days' prior written notice to the Company and involved regulatory agencies of any modification, cancellation or expiration. Prior to operating under this agreement and from time to time as requested by the Company, Owner will provide evidence satisfactory to the Company that such insurance is in full force and effect.

(b) Owner acknowledges that such insurance shall be obtained through the Company and Owner agreed to do so. Owner shall remit the premium as and when directed by the Company.

(c) Owner and any partner(s) if applicable will provide evidence of dual coverage and of full compliance with 15(a) and 15(b) prior to operating vehicle.

(d) Owner's obligation to maintain insurance described here will not be affected in any way by any separate insurance maintained by the Company, nor will the maintenance of any insurance by the Company relieve the Owner of any obligation under this agreement.

(e) Current proof of insurance evidencing effective coverage in accordance with this agreement will be present in the vehicle at all times. Any lapse, termination, cancellation or other interruption of required insurance coverage for any reason will be grounds for the Company's immediate cancellation of this agreement.

(f) If the vehicle is involved in or contributes to any accident, injury or property damage, Owner agrees that he/she will report it to the Company immediately. Owner will cooperate fully with the Company and any party(s) it specifies in investigation, settlement or defense. Owner will submit to the Company copies of any legal papers relating to any accident or legal claim involving any guests, their possessions and/or the vehicle.

(g) Owner will indemnify and hold the Company harmless from any claims, damages and liability against the Company resulting from Owner's noncompliance with his/her insurance obligations under this agreement or resulting from Owner's failure to provide notification of an accident as specified by this agreement.

(h) Owner agrees to abide by and be subject to the Behavioral Based Safety Program as outlined in appendix B.

(i) Owner agrees that vehicle shall be equipped with a Drive Cam unit at all times while operating under this Agreement.

**16. Medical/Disability and Employer's Worker's Compensation Insurance**

(a) Owner agrees to assume responsibility for and to purchase, maintain and keep in full force Owner's own medical/disability, employer's liability insurance at Owner's own expense and to provide the Company with evidence of said protection.

(b) Owner agrees to assume responsibility for and to purchase, maintain and keep in full force Owner's own Worker's Compensation policy with Washington State statutory limits.

SHUTTLE EXPRESS DRAFT 2/22/2005

(c) Currently the National Association of Independent Contractors (NICA) provides the program with these coverages and limits.

**17. Partners**

A partnership may be formed to operate under this Agreement. Each partner must be approved by the Company and operate under the terms of this Agreement. Employees operating under the authority of this Agreement shall not be allowed and is grounds for cancellation of this Agreement.

**18. Confidentiality**

The operations of the Company and identity of the Company's customers are absolutely confidential and a trade secret of the Company. Any disclosure of the identity of Company's customers or the nature of its operations other than as are openly obvious and advertised by the Company to the public constitutes a violation of the Company's trade secret rights and attendant right to confidentiality. Breach of this confidentiality provision by Owner or any partner will be grounds for immediate cancellation of this agreement.

**19. Notifications**

The Company has the right upon termination or expiration of this agreement to notify all applicable regulatory agencies that Owner is no longer operating under this agreement and no longer has the rights to operate under the Company's name or marks or operating authority.

**20. Indemnification**

(a) Owner assumes complete responsibility for the operation of the vehicle in performing shuttle services and agrees to indemnify and hold the Company and/or all regulatory agencies harmless from and against all claims, demands, liabilities, suits, judgments, awards, damages, losses, expenses, causes of action at law or in equity which are caused by or arise out of the operation of Owner's vehicle and/or the handling or transportation of passengers, luggage or items by Owner or any partner during the term of this agreement or any extension(s) of it. In addition the Owner will indemnify the Company and/or any regulatory agency for the following:

- 1) Reasonable attorneys' fees, costs and/or expenses of litigation.
- 2) Injury or damage to or loss of property including Owner's equipment.
- 3) Injury, disease or death of any person.
- 4) Damage to third parties arising out of the theft, destruction or vandalism of Owner's vehicle.
- 5) Violations of any statutes, laws, ordinances, rules, requirements or regulations.

(b) Owner expressly agrees that its obligation to indemnify, defend and hold the Company harmless will extend to all instances involving the use or operation of Owner's

SHUTTLE EXPRESS DRAFT 2/22/2005

vehicle including without limitation to personal or commercial use provided for or not in this agreement.

**22. Notice Of Claim Or Suit**

If a claim is made or suit brought against Owner arising from Owner's operations under this agreement, Owner agrees to forward immediately to the Company every demand, notice, summons or other process received by Owner.

**23. Assistance And Cooperation Of Owner**

Owner agrees upon request to cooperate with the Company in the event of a claim or suit by attending hearing and trials and assisting in making statements, securing evidence and obtaining the attendance of witnesses.

**24. Attorneys' Fees**

In the event that the Company is required to institute or defend any action or equity brought against or by Owner arising out of this agreement or otherwise, Owner agrees to pay such amounts as the court shall determine as and for reasonable attorneys' fees for the Company in commencing or defending such action or suit, in addition to any and all costs, expenses, fees and damages.

**25. Pronouns**

The pronouns used in this agreement when referring to the Owner shall be lawful and binding regardless of whether the Owner is a partnership or individual.

**26. Mediation And Arbitration**

(a) If there arises any dispute concerning the terms or implementation of this agreement, the aggrieved party will give the other party written notice of the dispute describing in reasonable detail the nature of the dispute. Within 20 days after receipt of such notice the receiving party will submit to the other a written response. The notice and response should include a statement of each party's position and a summary of the evidence and arguments supporting its position. The parties will meet at a mutually acceptable time and place within 30 days following the date of the disputing party's notice, and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute. If the controversy has not been resolved within 60 days of the disputing party's notice, or if the receiving party said notice will not meet within 30 days, either party may initiate mediation of the controversy or claim in accordance with the American Arbitration Association ("AAA").

(b) If the controversy has not been resolved pursuant to the mediation process within 60 days of the initiation of the procedure, or if either party will not participate in mediation, the controversy will be settled by arbitration in accordance with Section 26(c) below. Arbitration may not be commenced unless and until the parties have first exhausted the negotiation and mediation process in section 26(a) above.

(c) Except as provided in sections 25(a) and (b), and except as precluded by applicable law, any controversy or claim between the parties arising from or relating to this agreement

SHUTTLE EXPRESS DRAFT 2/22/2005

or any alleged breach of it, including any issues pertaining to the arbitrability of such controversy or claim and any claim that this agreement or any part of it is invalid, illegal, or otherwise voidable or void will be submitted to binding arbitration. The arbitrator will have the authority to determine whether a particular dispute or matter is subject to arbitration. Said arbitration will be conducted by AAA in accordance with AAA's rules of Practice and Procedure. Judgment upon any award rendered may be entered in applicable law. Such arbitration will be conducted at AAA's office in Seattle, Washington. The substantive law applied in such arbitration will be Washington law. The arbitration and the party's agreement will be deemed to be self-executing, and if either party fails to appear at any properly-noticed arbitration proceeding, an award may be entered against such party despite said failure to appear.

**27. Governing Law**

This agreement will be governed by and construed in accordance with the laws of the State of Washington. To the extent permitted by applicable law, the parties hereto waive the provision of any law which prohibits any provision of this agreement or renders any provision unenforceable in any respect.

**28. Severability**

In the event that any portion of this agreement is found to be invalid or unenforceable, such provision will be considered deleted from the agreement and will not invalidate the remaining portion.

**29. Waiver**

No delay in or omission of the exercise of a right, power or remedy accruing to the Company for breach or default by Owner under this agreement will impair any such right, power or remedy of the Company, and it will not be construed to be a waiver of any such breach or default, nor will any waiver of any single breach or default be deemed a waiver of any breach or default before or after the occurrence. Any waiver, permit, or consent or approval of any kind of character on the part of the Company of any provision or condition of this agreement must be made in writing and will be effective only to the extent specified in such writing. All remedies, either under this agreement or by law, or otherwise afforded to the Company will be cumulative and alternative.

**30. Notices**

Any and all notices required under this agreement to be given to either party to the other will be deemed to have been given upon personal delivery of the notice or upon the mailing of the notice in a sealed envelope by certified mail to applicable address as follows.

- 1) To the Company at: 800 SW 16<sup>th</sup> Street, Renton, WA 98055
- 2) To Owner at: address in Appendix A

**31. Binding Effect**

This agreement will be binding on the parties, their successors and assigns.

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**32. Impossible To Perform**

In the event it becomes impossible for either party to perform under this agreement due to fire, flood, earthquake, vandalism, arson, court order or bankruptcy, this agreement will be terminated without liability to the defaulting party.

**33. Termination**

(a) This agreement may be terminated in the following manner:

- 1) Immediately, by either party for the other's breach of any of the provisions of this agreement.
- 2) Immediately upon any attempted assignment of this agreement by Owner, whether voluntary or by operation of law, or otherwise without prior written approval by the Company.
- 3) Within 30 days of the delivery of notice to Owner of Owner's failure to pay on a timely basis any sums stipulated in this agreement.
- 4) Within 30 days of the delivery of notice to Owner of Owner's failure to remit accurate Daily Reconciliation (Recap) reports pursuant to section 6(b) or immediately upon Owner's submission of an incomplete or inaccurate Daily Recap.
- 5) Immediately should any license, permit or certificate required for Owner's operations under this agreement be suspended, terminated revoked or interrupted.
- 6) Immediately should Owner fail to comply with any of the insurance requirements in this agreement.
- 7) Immediately should Owner's vehicle be cited on more than 2 occasions during any 12 consecutive months for safety violations as per Shuttle Express Behavior Based Safety Program, appendix B.
- 8) Immediately upon Owner's driving record becoming unacceptable as per Behavioral Based Safety Agreement. (refer to appendix B)
- 9) Immediately upon Owner's failure to provide a vehicle meeting all specifications set forth in this agreement, (What specifications?)
- 10) Immediately upon Owner's acquiescence or complicity in the use of Owner's vehicle in connection with any criminal offense.
- 11) Immediately upon Owner's failure to submit to or pass any scheduled or random drug, alcohol or chemical test.
- 12) Immediately upon Owner's failure to perform any of his/her duties under this agreement.

SHUTTLE EXPRESS DRAFT 2/22/2005

- 13) Immediately upon Owner's failure to comply with any rule, policy or procedure herein outlined to promote the safety and security of the passengers.
- 14) Immediately should Owner commit any act or omission that results in harm or injury to a passenger or any person or property or which substantially increases the risk thereof.
- 15) It is also agreed by the Company and Owner that any waiver by Owner of a right to terminate under this disagreement relating to any particular act, omission or incident will not constitute a waiver of any other right to terminate under any other reason.
- 16) At any time upon 60 days written notice by either party:

(b) Upon either party serving notice of cancellation or non-renewal, Owner will upon effective date discontinue all operations under this agreement and will forthwith return to the Company's premises all Company equipment including but not limited to radio transceivers, pagers, telephones and all documents containing the Company name or furnished by the Company. Owner will immediately cease use of Company logo, insignia, trade marks and service marks.

(c) Should Owner fail or refuse to make the aforementioned delivery Owner will pay the Company, forthwith upon written demand, all costs and expenses, including reasonable attorneys' fees incurred by the Company in securing the return of said equipment and documents.

(d) It is agreed that upon cancellation or non-renewal of this agreement by either party, Owner at his/her own expense, will immediately modify Owner's vehicle in a manner that no longer suggests or indicates a connection with the Company. Such modification will include removal of all Company symbols, insignias, logos, trade identification colors, color combinations and operating permits. Proof of such modifications as deemed acceptable by the Company must be provided within 7 days.

(e) Owner agrees to indemnify and hold harmless the Company and any regulatory agencies for any damages, claims or costs resulting from Owner's actions or unauthorized use of the licensed property.

(f) The Company may, at Owner's expense, seize Owner's vehicle and tow it to the Company's office for the purpose of securing return of company property and the removal of the licensed property. Owner hereby expressly authorizes such action by the Company, which authorization shall survive termination of this agreement.

#### **34. Entire Agreement**

This written agreement and its appendices constitute the entire agreement between Owner and the Company. There are no other representations, condition, warranties, guaranties or collateral agreements, expressed or implied, statutory or otherwise, concerning this agreement or the obligations of Owner or the Company to each other. Any prior representations, conditions or agreements between the parties are expressly revoked. Owner and the Company each warrant that neither has been induced to enter this agreement

SHUTTLE EXPRESS DRAFT 2/22/2005

by any such matters. This agreement may not be modified except as provided herein or by other express written agreement of the parties.

OWNER REPRESENTS THAT HE/SHE HAS CAREFULLY READ, UNDERSTANDS AND AGREES WITH ALL PROVISIONS OF THIS AGREEMENT, AND IS SIGNING THIS AGREEMENT VOLUNTARILY.

Executed the day and year first written above.

COMPANY SIGNATURE: By: \_\_\_\_\_

*Its (Title)* \_\_\_\_\_

OWNER'S SIGNATURE By: \_\_\_\_\_

SHUTTLE EXPRESS DRAFT 2/22/2005

APPENDIX A

Owner's Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Vehicle VIN #: \_\_\_\_\_

Vehicle Year: \_\_\_\_\_

Vehicle Make: \_\_\_\_\_

Vehicle Model: \_\_\_\_\_

Company Vehicle Number: \_\_\_\_\_

Reconciliation Date (day of week): \_\_\_\_\_

SHUTTLE EXPRESS DRAFT 2/22/2005

Appendix B



**Behavioral Based  
Safety Program**

<u>Time Period</u>	<u>Behavior</u>	<u>Action</u>
12 months	1 preventable collision 1 moving violation 1 unacceptable observation or ride 2 verified complaints	Warning & re-orientation
12 months	2 preventable collisions 2 moving violations 2 unacceptable observations or rides 3 verified complaints	Termination of contract
24 months	2 preventable collisions 2 moving violations 2 unacceptable observations or rides 4 verified complaints	Warning & re-orientation
24 months	3 preventable collisions	Termination of contract
36 months	4 preventable collisions 3 moving violations 3 unacceptable observations or rides 6 verified complaints	Termination of contract
Anytime	Unreported collision or moving violation	Termination of contract
Anytime	DUI / DWI conviction	Termination of contract
Anytime	Positive drug test or refusal to take test	Termination of contract
Anytime	Serious moving violation as defined by CMVSA* Speeding – 15 mph or more over limit Reckless driving Disobeying stop sign or traffic signal Improper lane change Following too close Aggressive driving	Termination of contract

SHUTTLE EXPRESS DRAFT 2/22/2005

Preventable collision involving the above or irresponsible behavior  
\*Federal Motor Carrier Safety Regulation – Commercial Motor Vehicle Safety Act .

## APPENDIX D



STATE OF WASHINGTON

### WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

1300 S. Evergreen Park Dr. S.W., P.O. Box 47250 • Olympia, Washington 98504-7250  
(360) 664-1160 • TTY (360) 586-8203

November 4, 2005

Jimmy M. Sherrell, President  
Shuttle Express, Inc.  
800 SW 16<sup>th</sup> Street  
Renton, WA 98055

#### RE: Proposed Driver Contract

Dear Mr. Sherrell:

As you are aware, Staff has worked with Shuttle Express, Inc., (Shuttle Express) over the past nine months regarding your company's proposal to use independent contractors as drivers. Per your request, Staff has completed its review of the latest version of your proposed "Owner-Operator Agreement." Staff concludes that under current law:

1. The financial, legal and operational arrangement between Shuttle Express and its "independent-contractor" drivers would constitute a lease of Shuttle Express's certificate or other carrier property, which requires prior Commission approval (RCW 81.12.020 and .030, and RCW 81.68.040 and .070).
2. The financial, legal and operational arrangement between Shuttle Express and its "independent-contractor" drivers would require the "independent-contractor" drivers to obtain auto transportation certificates under RCW 81.68.010(3) and .040.
3. Without the approvals and certificates identified above, Shuttle Express would be in violation of state law if it conducted its business in the manner described in the proposed "Owner-Operator Agreement."
4. Although entitled "Owner-Operator Agreement," your company's proposed agreement does not reflect a traditional owner-operator relationship. Regulated transportation companies have a long history of using owner-operators, and that relationship is well-defined to mean the company leases the owner-operator's vehicle and the owner-operator is an employee of the company.



Shuttle Express, Inc.  
November 4, 2005  
Page 2

As Staff has advised you previously, you have the option of requesting a declaratory ruling by the Commission about the legality of the proposed arrangement. Shuttle Express and Staff would present their respective views to the Commissioners, who would issue a written decision. In addition, you may wish to consider the option of filing an application to lease your certificate authority and a petition to lease other properties under the terms of your proposed agreement. And, of course, another option for you to consider is seeking a change in the statutes.

The foregoing does not constitute legal advice. There may be other options available to your company. You should consult with a lawyer to discuss your options.

The opinions stated in this letter are those of the Commission's Staff and are not binding on the Commission. If you have any questions regarding this matter, please call Gene Eckhardt, Assistant Director of Transportation and Water, at 360-664-1249.

Sincerely,



Carole J. Washburn  
Executive Secretary

## APPENDIX E

"Jim Sherrell" <[jimysh@attglobal.net](mailto:jimysh@attglobal.net)>

11/29/2005 09:56 AM

Please respond to  
<[jimysh@attglobal.net](mailto:jimysh@attglobal.net)>

To

"Gene Eckhard" <[geckhard@wutc.wa.gov](mailto:geckhard@wutc.wa.gov)>

cc

Subject

owner operator

Dear Gene,

With regard to the staff conclusions outlined in the letter to me dated November 4, 2005, we would appreciate a more detailed explanation of the reasoning behind those conclusions, including any analysis of the issues and interoffice memoranda that may be available and which are not exempt from public disclosure.

We do not understand how the proposed agreement with our drivers would constitute a "lease" of Shuttle Express's certificate, when it is clearly our intention to remain completely responsible to customers under that certificate. Please also explain the suggestion that we apply to lease our certificate authority and petition to lease other properties under the terms of the proposed agreement.

Please provide what information you have available supporting the conclusion that the traditional owner-operator relationship is well defined to mean that the owner-operator is an employee of the company.

Thank you for your attention to this matter.

Sincerely,

Jimmy Sherrell

## APPENDIX F



STATE OF WASHINGTON  
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION  
1300 S. Evergreen Park Dr. S.W., P.O. Box 47250 • Olympia, Washington 98504-7250  
(360) 664-1160 • TTY (360) 586-8203

December 27, 2005

Jimmy M. Sherrell, President  
Shuttle Express, Inc.  
800 SW 16<sup>th</sup> Street ST  
Renton, WA 98055

**RE: Proposed Driver Agreement**

Dear Mr. Sherrell:

Thank you for your email dated November 29, 2005, in which you address certain issues discussed in Commission Staff's November 4, 2005 letter to you. In that November 4, 2005 letter, Staff provided its interpretation and conclusions regarding your company's proposed "Owner-Operator Agreement" (Agreement).

According to your email, Shuttle Express intends "to remain completely responsible to customers." However, that is not the statutory test. Based upon a review of the Agreement in light of the applicable statutes, Staff concluded that the Agreement effectively: a) transfers control of carrier operations and b) transfers certain carrier property (e.g., name, logos, etc.) to the "independent-contractor" drivers. Each of these transfers requires an application to the Commission.

The issues you raise in your email are not unique to Shuttle Express or other transportation companies. For many years, transportation companies have used owner operators in both interstate and intrastate commerce. Attached for your review is a copy of the Commission's 1995 Motor Carrier Rules on leasing, WAC 480-12-210, which has since been eliminated because of federal preemption. That rule requires common or contract carriers to comply with specific conditions when providing service in or with equipment that they do not own.



Jimmy M. Sherrell  
December 27, 2005  
Page 2

We also take this opportunity to address another issue previously raised by you. Recall that by letter dated September 8, 2005, filed in Docket No. TC-020497, Shuttle Express advised the Commission that:

Shuttle Express was considering filing a petition for declaratory ruling to that effect when the proposed draft rules were issued. If adopted, the proposed rules would preempt a declaratory ruling favorable to Shuttle Express.

Your statement regarding the effect of the rules is not correct. Shuttle Express, or any other company may, at any time, file a petition for declaratory ruling or for an exemption of any rule.

Please understand that Staff is not in a position to advise you how to implement an owner-driver arrangement that we believe is contrary to statute. I reiterate the options suggested in my October 31, 2005, letter:

1. File a petition for a declaratory ruling by the Commission about the legality of the proposed arrangement, or
2. File an application to lease your certificate and to lease the other carrier properties under the terms of your proposed agreement.

Finally, please find enclosed computer disks containing "pdf" files of 982 pages of electronic and written materials in response to your request to include "any analysis of the issues and interoffice memoranda that may be available and which are not exempt from public disclosure." The following materials are not provided because they are subject to the attorney/client privilege and are therefore exempt from public disclosure.

<u>Email Date</u>	<u>From:</u>	<u>To:</u>	<u>CC:</u>
July 26, 2005	Bonnie Allen	Gene Eckhardt	
July 26, 2005	Lisa Gafken	Bonnie Allen	lgafken
July 29, 2005	Don Trotter	Gene Eckhardt	Bonnie Allen
October 11, 2005	Don Trotter	Gene Eckhardt	Glenn Blackmon Bonnie Allen
October 26, 2005	Gene Eckhardt	Don Trotter	Bonnie Allen
October 27, 2005	Don Trotter	Gene Eckhardt	Bonnie Allen
October 28, 2005	Gene Eckhardt	Glenn Blackmon	
October 28, 2005	Glenn Blackmon	Gene Eckhardt	
December 8, 2005	Don Trotter	Gene Eckhardt	Bonnie Allen
December 8, 2005	Gene Eckhardt	Don Trotter	Bonnie Allen
December 8, 2005	Bonnie Allen	Jonathan Thompson	

Jimmy M. Sherrell  
December 27, 2005  
Page 3

Please understand the foregoing does not constitute legal advice. There may be other options available to your company. You should consult with a lawyer to discuss your options.

The opinions stated in this letter are those of the Commission's Staff and are not binding on the Commission. If you have any questions regarding this matter or require assistance in preparing a filing, please call Gene Eckhardt, Assistant Director of Transportation and Water, at 360-664-1249.

Sincerely,

A handwritten signature in cursive script, appearing to read "Carole J. Washburn".

Carole J. Washburn  
Executive Secretary

Enclosure

## APPENDIX G

February 15, 2006

Carole Washburn  
Executive Secretary  
Washington Utilities and Transportation Commission  
1300 S Evergreen Park Dr SW  
Olympia, Wa 98504-7250

**DOCKET No. TC-020497**

records@wutc.wa.gov

Re: **TC-020497 NOTICE OF FURTHER PROCEEDINGS**

Dear Ms. Washburn:

I would like to include the enclosed new sub-carrier proposal to be included in the upcoming proceedings to be adapted in to WAC 480-30. It is the position of Shuttle Express that this proposed WAC is consistent with and allowed under RCW 81.68.030 (1).

Sincerely:

Jimmy Sherrell, President  
Shuttle Express

#### WAC 480-30-XXX Driver status

The driver of a vehicle operated by an auto transportation company must be the certificate holder or under the complete supervision, direction and control of the operating carrier as:

- An employee of the certificate holder; or
- An employee of a sub-carrier; or,
- An independent owner-driver who holds sub-carrier charter carrier authority and is operating as a sub-carrier.

#### New definitions:

**SUB-CARRIER** means a passenger charter carrier that provides transportation services for an auto transportation company under a charter sub-carrier agreement filed with and approved by the commission.

**PRIME CARRIER** means an auto transportation company that uses another carrier's (sub-carrier) vehicles and drivers to provide its authorized service under a sub-carrier agreement.

**SUB-CARRIER AGREEMENT** means the written agreement under which an auto transportation company is authorized to use the transportation services of another carrier (sub-carrier) that provides both vehicles and drivers.

#### WAC 480-30-xxxx Sub-carrier agreements

1. An auto transportation company (prime carrier) may enter into a sub-carrier agreement with a passenger charter carrier (sub-carrier) to use the sub-carrier's vehicle and drivers to perform transportation services authorized under the prime carrier's certificate.
2. A sub-carrier agreement must be in writing, signed, and dated. A sub-carrier agreement must be submitted to the commission for approval prior to any service being provided. The prime carrier and the sub-carrier agreement must include, but is not limited to:
  - (a) The prime-carrier name and the sub-carrier name.
  - (b) The prime carrier auto transportation company certificate number.
  - (c) The sub-carrier charter certificate number.
  - (d) The effective date and expiration date of the agreement.
  - (e) A complete description of the services to be performed.

#### WAC 480-30-xxx Sub-carrier agreements, operations

1. Reporting requirements. A private carrier is responsible for the transportation services provided under its certificate, reporting gross revenue, calculating, and paying regulator fees based, including revenue generated from services provided under a sub-carrier agreement.

2. Certificate authority. Operations conducted under a sub-carrier agreement must be authorized in the prime-carrier certificate.

(a) No service may be provided under a sub-carrier agreement if the prime carrier auto transportation company certificate is suspended or cancelled.

(b) No service may be provided under a sub-carrier agreement if the sub-carrier passenger charter certificate is suspended or cancelled.

3. Tariffs and time schedules. Rates and charges collected and services performed under a sub-carrier agreement must be authorized in the prime-carrier tariff, and the time schedule.

(a) Sub-carriers must collect only those fares authorized in the prime carrier's tariff as filed with the commission, including any authorized reduced rates or promotional fares.

(b) Sub-carriers must accept tickets, passes, and other prepaid fares presented by passengers.

(c) Sub-carriers must operate within the terms of the prime carrier's time schedule.

4. Sub-carrier vehicle identification. In addition to the vehicle marking requirements of WAC 480-30-xxx, any vehicle operated by a sub-carrier under an approved sub-carrier agreement must be identified as and independently owned and operated sub-carrier of the prime carrier.

# APPENDIX H

## BEFORE THE WASHINGTON STATE UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of Repealing, )  
Amending, and Adopting Rules in ) DOCKET NO. TC-020497  
)  
) GENERAL ORDER NO. R-533  
Chapter 480-30 WAC and Chapter )  
480-40 WAC )  
) ORDER REPEALING,  
) AMENDING, AND ADOPTING  
) RULES PERMANENTLY  
Relating to Passenger Transportation )  
(Bus) Companies )  
..... )

- 1 **STATUTORY OR OTHER AUTHORITY:** The Washington Utilities and Transportation Commission takes this action under Notice WSR # 06-05-113, filed with the Code Reviser on February 15, 2006. The Commission brings this proceeding pursuant to RCW 80.01.040, RCW 81.04.160, RCW 81.12.050, RCW 81.68.030, and RCW 81.70.270.
- 2 **STATEMENT OF COMPLIANCE:** This proceeding complies with the Administrative Procedure Act (chapter 34.05 RCW), the State Register Act (chapter 34.08 RCW), the State Environmental Policy Act of 1971 (chapter 43.21C RCW), and the Regulatory Fairness Act (chapter 19.85 RCW).
- 3 **DATE OF ADOPTION:** The Commission adopts this rule on the date that this Order is entered.
- 4 **CONCISE STATEMENT OF PURPOSE AND EFFECT OF THE RULE:** RCW 34.05.325(6) requires the Commission to prepare and provide to commenters a concise explanatory statement about an adopted rule. The statement must identify the Commission's reasons for adopting the rule, a description of the difference between the version of the proposed rules published in the register and the rules as adopted (other than editing changes), a summary of the comments received regarding the proposed rule changes, and the Commission's responses to the comments, reflecting the Commission's consideration of them.

Filed with the Code Reviser's Office  
June 8, 2006, 1:31 p.m.  
WSR 06-13-006

- 5 The Commission often includes a discussion of those matters in its rule adoption order. In addition, most rulemaking proceedings involve extensive work by Commission Staff that includes memoranda summarizing stakeholder comments, Commission decisions, and Staff recommendations in each of those areas.
- 6 In this docket, to avoid unnecessary duplication, the Commission designates the discussion in this order as its concise explanatory statement, supplemented where not inconsistent by the staff memoranda presented at the adoption hearing, accompanying the CR-102 notice, and at the open meeting where the Commission considered whether to begin a rulemaking. Together, the documents provide a complete, concise explanation of the agency actions and its reasons for taking those actions.
- 7 **REFERENCE TO AFFECTED RULES:** This Order repeals the following sections of the Washington Administrative Code:
- 480-30-010 Definitions.
  - 480-30-020 Licenses, and rules and regulations.
  - 480-30-030 Certificates -- Auto transportation companies.
  - 480-30-032 Notice of application; protests; contemporaneous applications.
  - 480-30-040 Express.
  - 480-30-045 Auto transportation company C.O.D. shipments tariff requirements -- Bond required -- Handling of shipments.
  - 480-30-050 Tariff, naming rates and fares.
  - 480-30-060 Schedule of time and route.
  - 480-30-070 Liability and property damage insurance or surety bond.
  - 480-30-080 Self insurance.
  - 480-30-090 Equipment of motor vehicles.
  - 480-30-095 Equipment -- Safety.
  - 480-30-097 Equipment -- Inspection -- Ordered for repairs.
  - 480-30-100 Operation of motor vehicles.
  - 480-30-105 Depot and terminal facilities.
  - 480-30-110 Regulatory fees.
  - 480-30-120 Uniform system of accounts and annual reports.
  - 480-30-130 Rules and regulations -- General application.
  - 480-40-010 Definitions.

- 480-40-020 Licenses.
- 480-40-030 Certificates.
- 480-40-040 Liability and property damage insurance.
- 480-40-050 Self insurance.
- 480-40-060 Equipment of motor vehicles.
- 480-40-065 Equipment -- Inspection -- Ordered for repairs.
- 480-40-070 Operation of motor vehicles.
- 480-40-075 Equipment -- Safety.
- 480-40-100 Out-of-service criteria.
- 480-40-110 Registered carriers.
- 480-40-120 Registration of interstate authority.
- 480-40-130 Regulatory fees – Receipt -- Intrastate passenger charter carriers and excursion service carriers.
- 480-40-999 Adoption by reference.

8 This Order amends the following section of the Washington Administrative Code:

- 480-30-999 Adoption by reference.

9 This Order adopts the following sections of the Washington Administrative Code:

- 480-30-001 Purpose of chapter
- 480-30-006 Application of rules.
- 480-30-011 Exempt operations.
- 480-30-016 Determination of authority.
- 480-30-021 Additional requirements.
- 480-30-026 Severability.
- 480-30-031 Procedural rules.
- 480-30-036 Definitions, general.
- 480-30-041 Change of address.
- 480-30-046 Exemptions from rules in chapter 480-30 WAC.
- 480-30-051 Mapping, auto transportation company.
- 480-30-056 Records retention, auto transportation company.
- 480-30-061 Express freight, property transportation.
- 480-30-066 Accounting requirements, auto transportation company.
- 480-30-071 Reporting requirements.

- 480-30-076 Regulatory fees.
- 480-30-081 Motor vehicle fund, auto transportation company.
- 480-30-086 Certificates, general.
- 480-30-091 Certificates, application fees.
- 480-30-096 Certificates, application filings, general.
- 480-30-101 Certificates, federal grant of authority, auto transportation company.
- 480-30-106 Certificates, acquisition of control.
- 480-30-111 Certificates, starting service.
- 480-30-116 Certificates, application docket, protests, and intervention, auto transportation company.
- 480-30-121 Certificates, applications, charter and excursion carrier.
- 480-30-126 Certificates, applications, auto transportation company.
- 480-30-131 Certificates, overlapping applications, auto transportation company.
- 480-30-136 Certificates, application hearings, auto transportation company.
- 480-30-141 Certificates, sale, lease, assignment, transfer or mortgage, auto transportation company.
- 480-30-146 Certificates, name change.
- 480-30-151 Certificates, refiling application prohibited, auto transportation company.
- 480-30-156 Certificates, temporary, auto transportation company.
- 480-30-161 Certificates, notice of purchase or condemnation, auto transportation.
- 480-30-166 Certificates, service agreements, auto transportation company.
- 480-30-171 Certificates, suspending and canceling.
- 480-30-181 Certificates, reinstatement.
- 480-30-186 Certificates, service interruptions or discontinued operations, auto transportation company.
- 480-30-191 Bodily injury and property damage liability insurance.
- 480-30-196 Insurance cancellation.
- 480-30-201 Self-insurance.
- 480-30-206 Vehicle licensing.
- 480-30-211 Commercial vehicle defined.
- 480-30-213 Vehicles and drivers.
- 480-30-216 Operation of motor vehicles, general.

- 480-30-221 Vehicle and driver safety requirements.
- 480-30-226 Intrastate medical waivers.
- 480-30-231 Vehicle and driver identification.
- 480-30-236 Leasing vehicles.
- 480-30-241 Commission compliance policy.
- 480-30-246 Sanctions for operating without a valid certificate.
- 480-30-251 Charter and excursion carriers not subject to provisions of Part 7.
- 480-30-256 Tariffs and time schedules, federal preemption.
- 480-30-261 Tariffs and time schedules, definitions used in.
- 480-30-266 Tariffs and time schedules, general.
- 480-30-271 Tariffs and time schedules, must file before starting service.
- 480-30-276 Tariffs and time schedules, companies must comply with the provisions of filed tariffs and time schedules.
- 480-30-281 Tariffs and time schedules, content.
- 480-30-286 Tariffs and time schedules, posting.
- 480-30-291 Tariffs, rates, general.
- 480-30-296 Tariffs and time schedules, rejection.
- 480-30-301 Tariffs and time schedules, one business-day notice to the commission.
- 480-30-306 Tariffs and time schedules, seven calendar day notice to the commission.
- 480-30-311 Tariffs and time schedules, requiring thirty calendar day notice to the commission.
- 480-30-316 Tariffs and time schedules, customer notice requirements.
- 480-30-321 Tariffs and time schedules, notice verification and assistance.
- 480-30-326 Tariffs and time schedules, less than statutory notice handling.
- 480-30-331 Tariffs and time schedules, format and size requirements.
- 480-30-336 Tariffs and time schedules, changes must be identified.
- 480-30-341 Tariffs and time schedules, title pages.
- 480-30-346 Tariffs and time schedules, page format.
- 480-30-351 Tariffs and time schedules, maps with tariffs.
- 480-30-356 Tariffs and time schedules, tariff rules.
- 480-30-361 Tariffs and time schedules, changes.
- 480-30-366 Tariffs and time schedules, supplements.
- 480-30-371 Tariffs and time schedules, supplements or new filings required.

- 480-30-376 Tariffs and time schedules, filings after name change or change in ownership.
- 480-30-381 Tariffs and time schedules, filing procedures.
- 480-30-386 Tariffs and time schedules, approval.
- 480-30-391 Tariffs and time schedules, ticket agent agreements must be filed and approved.
- 480-30-396 Tariffs and time schedules, free and reduced rates.
- 480-30-401 Tariffs and time schedules, substitute page filings.
- 480-30-406 Tariffs and time schedules, withdrawing a filing.
- 480-30-411 Tariffs and time schedules, suspension by the commission.
- 480-30-416 Tariffs, joint tariffs and through-ticketing arrangements.
- 480-30-421 Tariffs, general rate increase filings.
- 480-30-426 Tariffs, general rate increase filings, work papers.
- 480-30-431 Tariffs, general rate increase filings and fuel cost update.
- 480-30-436 Tariffs, special or promotional fare tariff filings.
- 480-30-441 Charter and excursion carriers not subject to provisions of Part 8.
- 480-30-446 Availability of information.
- 480-30-451 Refusal of service.
- 480-30-456 Fair use of customer information.
- 480-30-461 Service or rate complaints.
- 480-30-466 Credits or refunds as compensation in consumer complaints or problems.
- 480-30-471 Ticketing requirements.
- 480-30-476 Baggage liability and claims for loss or damage.
- 480-30-900 General requirements for interstate operations.
- 480-30-910 Registered carriers.
- 480-30-920 Registered exempt carriers.
- 480-30-930 Registration fee and receipts.
- 480-30-940 Insurance requirements for interstate operations.

**10 PREPROPOSAL STATEMENT OF INQUIRY AND ACTIONS**

**THEREUNDER:** The Commission filed a Preproposal Statement of Inquiry (CR-101) on May 28, 2002, at WSR # 02-12-020. The statement advised interested persons that the Commission was considering entering a rulemaking to review rules relating to passenger transportation companies in Chapters 480-30 and 480-40 WAC for content and readability consistent with Executive Order 97-02.

- 11 **ADDITIONAL NOTICE AND ACTIVITY PURSUANT TO PREPROPOSAL STATEMENT:** The Commission also informed persons of the inquiry into this matter by providing notice of the subject and the CR-101 to all persons on the Commission's list of persons requesting such information pursuant to RCW 34.05.320(3) and the Commission's lists of all auto transportation companies, passenger charter carriers, persons interested in transportation issues, as well as to attorneys representing these companies.
- 12 Pursuant to the notice, the Commission received comments from the following companies, organizations, and interested persons: David Estes, representing Pacific Northwest Distributing LLC; Brooks E. Harlow, representing Washington Airporter Operators Association and Evergreen Trails, Inc.; and Michael Civitelli, representing Port of Seattle (Seattle-Tacoma International Airport).
- 13 The Commission staff prepared and distributed an issues paper to stakeholders with another opportunity to submit written comments prior to a stakeholder workshop on September 12, 2002. The Commission held a second stakeholder workshop September 30, 2003, to discuss draft passenger transportation company rules and address stakeholder comments. The following companies and organizations participated in the stakeholder workshops: David Gudgel, Gray Line of Seattle; Tom Tanaka and Michael Civitelli, Port of Seattle; Brooks Harlow, Washington Airporter Operators Association; Dick and Helen Asche, Bremerton-Kitsap Airporter; James Fricke, Capitol Airporter; Jimmy Sherrell, Shuttle Express.
- 14 **NOTICE OF PROPOSED RULEMAKING:** The Commission filed a notice of Proposed Rulemaking (CR-102) on February 15, 2006, at WSR # 06-05-113. The Commission scheduled this matter for oral comment and adoption under Notice WSR # 06-05-113 at 3:00 p.m., Wednesday, March 29, 2006, in the Commission's Hearing Room, Second Floor, Chandler Plaza Building, 1300 S. Evergreen Park Drive S.W., Olympia, Washington. The Notice also provided interested persons the opportunity to submit written comments to the Commission.
- 15 **COMMENTERS (WRITTEN COMMENTS):** The Commission received written comments from Mr. Michael Lauver, representing Seatac Shuttle LLC, d/b/a Vashon Shuttle Service, and Mr. Jimmy Sherrell, representing Shuttle Express, Inc.

- 16 **RULEMAKING HEARING:** The rule proposal was considered for adoption, pursuant to the notice in WSR # 06-05-113 at a rulemaking hearing scheduled on March 29, 2006, before Chairman Mark H. Sidran and Commissioner Patrick J. Oshie. Mr. John Rowley, representing Shuttle Express, Inc., made oral comments during the meeting. Mr. Rowley acknowledged the time and effort put into addressing the rule changes and asked that the Commission consider some of the additional changes proposed in the stakeholder comments. He reaffirmed the written comments previously submitted by Shuttle Express, Inc., regarding the use of “sub-carriers.”
- 17 **SUGGESTIONS FOR CHANGE THAT ARE REJECTED/ACCEPTED:** Filed comments suggested changes to over thirty sections of the proposed rules. Each of those suggested changes and the Commission’s reason for rejecting or accepting the suggested change are included in Appendix A attached to, and made a part of, this order.
- 18 **COMMISSION ACTION:** After considering all of the information regarding this proposal, the Commission finds and concludes that it should amend the rules in the CR-102 Notice at WSR # 06-05-113 with the changes described below.
- 19 **CHANGES FROM PROPOSAL:** The Commission adopts the proposal with the following changes from the text noticed at WSR #06-05-113:

**WAC 480-30-146 Certificates, name change.** Subsection (3) is revised to eliminate any confusion about partnerships by removing the phrase “addition or deletion of partners.”

**WAC 480-30-196 Insurance cancellation.** Subsection (1) is revised to more accurately reflect the Commission’s policy by stating that the Commission may “withhold issuance of a certificate or dismiss a company’s application for a certificate.”

**WAC 480-30-316 Tariffs and time schedules, customer notice requirements.**

Subsection (2)(c) is revised to clarify that when a company maintains an internet web site it must post customer notices on the “company’s” internet web site rather than just on the internet.

**WAC 480-30-356 Tariffs and time schedules, tariff rules.** Subsection (3)(d)(i) is revised to acknowledge the exceptions in subsections (3)(d)(ii) and (3)(d)(iii).

Subsection (3)(h) is revised to clarify that the rules in a company’s tariff must identify “whether” the company provides alternative transportation when the company is unable to provide transportation “at the time and place specified in the reservation that the company has accepted for that passenger.”

**WAC 480-30-406 Tariffs and time schedules, withdrawing a filing.** Subsection (2) which states, “The commission may deny withdrawal of a filing when denial is in the public interest” is removed. Revising the rule eliminates confusion and does not affect the purpose of the rule or the ability of the Commission to approve or deny a request.

20 **STATEMENT OF ACTION; STATEMENT OF EFFECTIVE DATE:** After reviewing the entire record, the Commission determines that WAC sections 480-30-010, 480-30-020, 480-30-030, 480-30-032, 480-30-040, 480-30-045, 480-30-050, 480-30-060, 480-30-070, 480-30-080, 480-30-090, 480-30-095, 480-30-097, 480-30-100, 480-30-105, 480-30-110, 480-30-120, 480-30-130, 480-40-010, 480-40-020, 480-40-030, 480-40-040, 480-40-050, 480-40-060, 480-40-065, 480-40-070, 480-40-075, 480-40-100, 480-40-110, 480-40-120, 480-40-130, and 480-40-999 should be repealed, WAC 480-30-999 should be amended, and WAC sections 480-30-001, 480-30-006, 480-30-011, 480-30-016, 480-30-021, 480-30-026, 480-30-031, 480-30-036, 480-30-041, 480-30-046, 480-30-051, 480-30-056, 480-30-061, 480-30-066, 480-30-071, 480-30-076, 480-30-081, 480-30-086, 480-30-091, 480-30-096, 480-30-101, 480-30-106, 480-30-111, 480-30-116, 480-30-121, 480-30-126, 480-30-131, 480-30-136, 480-30-141, 480-30-146, 480-30-151, 480-30-156, 480-30-161, 480-30-166, 480-30-171, 480-30-181, 480-30-186, 480-30-191, 480-30-196, 480-30-201, 480-30-206, 480-30-211, 480-30-213, 480-30-216, 480-30-221, 480-30-226, 480-30-231, 480-30-236, 480-30-241, 480-30-246, 480-30-251, 480-30-256, 480-30-261, 480-30-266, 480-30-271, 480-30-276, 480-30-281, 480-30-286, 480-30-291, 480-30-296, 480-30-301, 480-30-306, 480-30-311, 480-30-316, 480-30-321, 480-30-326, 480-30-

331, 480-30-336, 480-30-341, 480-30-346, 480-30-351, 480-30-356, 480-30-361, 480-30-366, 480-30-371, 480-30-376, 480-30-381, 480-30-386, 480-30-391, 480-30-396, 480-30-401, 480-30-406, 480-30-411, 480-30-416, 480-30-421, 480-30-426, 480-30-431, 480-30-436, 480-30-441, 480-30-446, 480-30-451, 480-30-456, 480-30-461, 480-30-466, 480-30-471, 480-30-476, 480-30-900, 480-30-910, 480-30-920, 480-30-930, and 480-30-940 should be adopted to read as set forth in Appendix B, as rules of the Washington Utilities and Transportation Commission, effective on the thirty-first day after the date of filing with the Code Reviser pursuant to RCW 34.05.380(2).

### ORDER

21 THE COMMISSION ORDERS:

- 22 (1) The Commission repeals WAC sections 480-30-010, 480-30-020, 480-30-030, 480-30-032, 480-30-040, 480-30-045, 480-30-050, 480-30-060, 480-30-070, 480-30-080, 480-30-090, 480-30-095, 480-30-097, 480-30-100, 480-30-105, 480-30-110, 480-30-120, 480-30-130, 480-40-010, 480-40-020, 480-40-030, 480-40-040, 480-40-050, 480-40-060, 480-40-065, 480-40-070, 480-40-075, 480-40-100, 480-40-110, 480-40-120, 480-40-130, and 480-40-999.
- 23 (2) The Commission amends and adopts WAC sections 480-30-001, 480-30-006, 480-30-011, 480-30-016, 480-30-021, 480-30-026, 480-30-031, 480-30-036, 480-30-041, 480-30-046, 480-30-051, 480-30-056, 480-30-061, 480-30-066, 480-30-071, 480-30-076, 480-30-081, 480-30-086, 480-30-091, 480-30-096, 480-30-101, 480-30-106, 480-30-111, 480-30-116, 480-30-121, 480-30-126, 480-30-131, 480-30-136, 480-30-141, 480-30-146, 480-30-151, 480-30-156, 480-30-161, 480-30-166, 480-30-171, 480-30-181, 480-30-186, 480-30-191, 480-30-196, 480-30-201, 480-30-206, 480-30-211, 480-30-213, 480-30-216, 480-30-221, 480-30-226, 480-30-231, 480-30-236, 480-30-241, 480-30-246, 480-30-251, 480-30-256, 480-30-261, 480-30-266, 480-30-271, 480-30-276, 480-30-281, 480-30-286, 480-30-291, 480-30-296, 480-30-301, 480-30-306, 480-30-311, 480-30-316, 480-30-321, 480-30-326, 480-30-331, 480-30-336, 480-30-341, 480-30-346, 480-30-351, 480-30-356, 480-30-361, 480-30-366, 480-30-371, 480-30-376, 480-30-381, 480-30-386, 480-30-391, 480-30-396, 480-30-401, 480-30-406, 480-30-411, 480-30-416, 480-30-421, 480-30-426,

480-30-431, 480-30-436, 480-30-441, 480-30-446, 480-30-451, 480-30-456, 480-30-461, 480-30-466, 480-30-471, 480-30-476, 480-30-900, 480-30-910, 480-30-920, 480-30-930, 480-30-940, and 480-30-999 to read as set forth in Appendix B, as rules of the Washington Utilities and Transportation Commission, to take effect on the thirty-first day after the date of filing with the Code Reviser pursuant to RCW 34.05.380(2).

- 24 (3) This Order and the rules set out below, after being recorded in the register of the Washington Utilities and Transportation Commission, shall be forwarded to the Code Reviser for filing pursuant to chapters 80.01 and 34.05 RCW and chapter 1-21 WAC.

DATED at Olympia, Washington, June 7, 2006.

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

MARK H. SIDRAN, Chairman

PATRICK J. OSHIE, Commissioner

PHILIP B. JONES, Commissioner

*Note: The following is added at Code Reviser request for statistical purposes:*

Number of Sections Adopted in Order to Comply with Federal Statute: New 0, amended 0, repealed 0; Federal Rules or Standards: New 0, amended 0, repealed 0; or Recently Enacted State Statutes: New 0, amended 0, repealed 0.

Number of Sections Adopted at Request of a Nongovernmental Entity: New 0, amended 0, repealed 0.

Number of Sections Adopted on the Agency's own Initiative: New 101, amended 1, repealed 32.

Number of Sections Adopted in Order to Clarify, Streamline, or Reform Agency Procedures: New 0, amended 0, repealed 0.

Number of Sections Adopted using Negotiated Rule Making: New 0, amended 0, repealed 0; Pilot Rule Making: New 0, amended 0, repealed 0; or Other Alternative Rule Making: New 0, amended 0, repealed 0.

	<p>items, articles, or baggage left on board a company's vehicles will be handled and the way in which the company will make efforts to return the articles to their rightful owners <u>and listing any fees that may be charged for this service.</u></p> <p><i>Just like "change fees" to cover administrative costs, companies must be able to apply a handling fee for processing and or returning carry-on items left onboard the company's vehicles by customers..</i></p>	
<b>Summary</b>		
<b>Stakeholder</b>	<b>Written Comment</b>	<b>Commission Response</b>
Seatac Shuttle, LLC, d/b/a Whidbey Seatac Shuttle	<p>The current draft is an improvement over the previous draft. We are disappointed that the Commission did not address the main reason for the issuance of the CR-101 in the first place, rates. As we near the end point of this particular process of four years we strongly urge that the Commission accept the above comments in the spirit in which they are offered, as constructive changes and comments designed to clarify, simplify, streamline and make the whole process more efficient to the benefit of the consumer and the industry. We are not an essential industry; our customers have many options open to them outside of our services. We must be efficient, safe and well managed to provide a product that is attractive to the public. The WUTC should be our partner in that effort, we should be working toward that common goal, not in opposition. Let the new WAC 480-30 reflect that partnership. We, as your customers will do our part, meet us half way.</p>	No revision was suggested.
<b>Sub-Carriers (New proposal)</b>		
<b>Stakeholder</b>	<b>Written Comment</b>	<b>Commission Response</b>
Shuttle Express, Inc.	<p>I would like to include the enclosed new sub-carrier proposal to be included in the upcoming proceedings to be adapted in to WAC 480-30. It is the position of Shuttle Express that this proposed WAC is consistent with and allowed under RCW 81.68.030.</p> <p>WAC 480-30-XXX Driver status The driver of a vehicle operated by an auto transportation company must be the certificate holder or under the complete supervision, direction and control of the operating carrier as:</p> <ul style="list-style-type: none"> <li>• An employee of the certificate holder; or</li> <li>• An employee of a sub-carrier; or,</li> <li>• An independent owner-driver who holds sub-carrier charter carrier authority and is operating as a sub-carrier.</li> </ul> <p>New definitions: SUB-CARRIER means a passenger charter carrier that</p>	<p><b>Rejected.</b> The proposed rules were not revised to include the suggested language. The sub-carrier proposal presented by Shuttle Express is draft language that staff prepared under the CR-101 for discussion and legal review. The proposal was based on a California Public Utility commission program. Legal staff advised that Chapter 81.68 RCW does not allow auto transportation companies to use sub carriers as proposed.</p>

	<p>provides transportation services for an auto transportation company under a charter sub-carrier agreement filed with and approved by the commission.</p> <p>PRIME CARRIER means an auto transportation company that uses another carrier's (sub-carrier) vehicles and drivers to provide its authorized service under a sub-carrier agreement.</p> <p>SUB-CARRIER AGREEMENT means the written agreement under which an auto transportation company is authorized to use the transportation services of another carrier (sub-carrier) that provides both vehicles and drivers.</p> <p>WAC 480-30-xxxx Sub-carrier agreements</p> <ol style="list-style-type: none"> <li>1. An auto transportation company (prime carrier) may enter into a sub-carrier agreement with a passenger charter carrier (sub-carrier) to use the sub-carrier's vehicle and drivers to perform transportation services authorized under the prime carrier's certificate.</li> <li>2. A sub-carrier agreement must be in writing, signed, and dated. A sub-carrier agreement must be submitted to the commission for approval prior to any service being provided. The prime carrier and the sub-carrier agreement must include, but is not limited to:             <ol style="list-style-type: none"> <li>(a) The prime-carrier name and the sub-carrier name.</li> <li>(b) The prime carrier auto transportation company certificate number.</li> <li>(c) The sub-carrier charter certificate number.</li> <li>(d) The effective date and expiration date of the agreement.</li> <li>(e) A complete description of the services to be performed.</li> </ol> </li> </ol> <p>WAC 480-30-xxx Sub-carrier agreements, operations</p> <ol style="list-style-type: none"> <li>1. Reporting requirements. A private carrier is responsible for the transportation services provided under its certificate, reporting gross revenue, calculating, and paying regulator fees based, including revenue generated from services provided under a sub-carrier agreement.</li> <li>2. Certificate authority. Operations conducted under a sub-carrier agreement must be authorized in the prime-carrier certificate.             <ol style="list-style-type: none"> <li>(a) No service may be provided under a sub-carrier agreement if the prime carrier auto transportation company certificate is suspended or cancelled.</li> <li>(b) No service may be provided under a sub-carrier agreement if the sub-carrier passenger charter certificate is suspended or cancelled.</li> </ol> </li> <li>3. Tariffs and time schedules. Rates and charges collected and</li> </ol>	
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	<p>services performed under a sub-carrier agreement must be authorized in the prime-carrier tariff, and the time schedule.</p> <p>(a) Sub-carriers must collect only those fares authorized in the prime carrier's tariff as filed with the commission, including any authorized reduced rates or promotional fares.</p> <p>(b) Sub-carriers must accept tickets, passes, and other prepaid fares presented by passengers.</p> <p>(c) Sub-carriers must operate within the terms of the prime carrier's time schedule.</p> <p>4. Sub-carrier vehicle identification. In addition to the vehicle marking requirements of WAC 480-30-xxx, any vehicle operated by a sub-carrier under an approved sub-carrier agreement must be identified as and independently owned and operated sub-carrier of the prime carrier.</p>	
<p><b>Stakeholder</b></p>	<p><b>Oral Comments at Adoption Hearing</b></p>	<p><b>Commission Response</b></p>
<p>John Rowley, C.O.O. / General Manager, Shuttle Express, Inc.</p>	<p>In his oral comments at the hearing Mr. Rowley restated the company's request that the commission adopt a California method of allowing the use of "sub-carriers" to transport to transport passengers for a "prime carrier." Mr. Rowley expressed the opinion that under such an arrangement the accountability structure of the certificate holder and enforcement ability against the certificate holder remains intact. In his written copy of his oral comments Mr. Rowley asked the commission to consider introducing the company's proposal or slightly modified changes with the proposed rules or at minimum consider them at a later time.</p>	<p><b>Rejected.</b> The sub-carrier proposal presented by Mr. Rowley is the same one addressed by the company in its written comments and rejected by the commission based on advice that the law under chapter 81.68 RCW does not allow the proposed arrangement.</p> <p>The commission opened a CR-101 in Docket No. TC-060177 to consider ratemaking and ratemaking methodologies for auto transportation companies. The commission has asked for comments regarding regulation of the auto transportation industry under chapter 81.68 RCW, including entry. This company is encouraged to participate in Docket No. TC-060177 and to bring this issue forward for discussion in that proceeding.</p>

## APPENDIX I

**From:** Bob Myles [mailto:bmyles@shuttleexpress.net]  
**Sent:** Wednesday, June 13, 2007 8:45 AM  
**To:** Foster, John (UTC)  
**Subject:** Vehicle Inspections

A question for you if I may:

We are expanding our charter business with vans by contracting with independent contractors. Since they are ICs they will be applying for their own UTC Charter Licenses. The one item that apparently may slow that process down is the vehicle inspection. So...

Once a license is applied for, are you and/or Mr. McVaugh the ones doing those inspections also? Do you know how long it takes to schedule a vehicle inspection... or is possible to take the vehicle to Olympia to speed up the process? You know our shop and staff. We are trained and do our own DOT inspections. Is there a way the vehicle inspection can be done here and certified to the UTC?

Thanks in advance for your help.  
Bob Myles

## APPENDIX J

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of Staff Investigation of  
SHUTTLE EXPRESS, INC.

DOCKET NO. TE-072228

DECLARATION OF  
TOM MCVAUGH

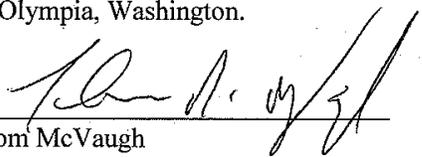
TOM MCVAUGH, under penalty of perjury under the laws of the state of Washington, declares as follows:

1. I am over 18 years of age, a citizen of the United States, a resident of the state of Washington, and competent to be a witness.
2. I am employed by the Washington Utilities and Transportation Commission (Commission) as Motor Carrier Law Enforcement (MCLE) Special Investigator in the Motor Carrier Safety Section. I have been employed at the Commission for 24 years, holding various positions. As an MCLE Special Investigator, my responsibilities include performing safety inspections, economic investigations, and other related motor carrier activities in a Commission program which regulates transportation activities.
3. On July 24, 2007, I contacted Randy Leach, doing business as Randy Leach Transportation, at the eastside parking of the Northgate Shopping Mall in Seattle, Washington. The purpose of the contact was a vehicle inspection and technical assistance visit. During this visit, I observed that the company was calling itself an independent contractor for Shuttle Express. I advised Mr. Leach that he had to remove Shuttle Express's certificate number and name from the sides and rear of his vehicle and place his permit name/DBA and charter permit number on both sides of the vehicle. I also advised Mr. Leach that the charter bus authority he was applying for would not allow him to conduct the airporter operations provided by Shuttle Express, Inc.
4. Also on July 24, 2007, I contacted Charles Eagan, owner of C&S Services, LLC, doing business as C&S Services, at the eastside parking of the Northgate Shopping Mall in Seattle, Washington. The purpose of the contact was a vehicle inspection and technical assistance visit. During the visit, Mr. Eagan stated that he was an independent contractor for Shuttle Express, Inc. I advised him that once he obtained charter bus authority, he had to remove Shuttle Express's permit number and name from the van and replace it with his permit name and number on both sides of the vehicle. I also advised Mr.

Eagan that the charter bus authority he was applying for would not allow him to conduct the airporter operations provided by Shuttle Express, Inc.

5. On October 8, 2007, I accompanied MCLE Special Investigator John Foster on a vehicle inspection and technical assistance visit for Timothy Pak. Mr. Pak was applying for a charter bus permit. We contacted by Mr. Pak at the Hawk's Prairie Restaurant located on Marvin Road in Lacey, Washington. During the visit, Mr. Pak stated that he was operating as an independent contractor for Shuttle Express and would be conducting airporter service brokered by Shuttle Express. Mr. Foster advised Mr. Pak that the charter authority he was applying for did not allow for airporter service and that he had to remove Shuttle Express's auto transportation permit number from both sides of his van. Mr. Pak was using a van registered to Shuttle Express.
6. I referred the matter to Transportation Safety Enforcement to investigate Shuttle Express and the charter bus carriers for possible violations of commission laws and rules.

Dated March 17, 2008, at Olympia, Washington.

  
Tom McVaugh

## APPENDIX K



STATE OF WASHINGTON

### WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

1300 S. Evergreen Park Dr. S.W., P.O. Box 47250 • Olympia, Washington 98504-7250  
(360) 664-1160 • TTY (360) 586-8203

October 23, 2007

Jimmy Sherrell, President  
Shuttle Express, Inc.  
800 Southwest 16<sup>th</sup> Street  
Renton, WA 98055

#### **Re: Information Request**

Dear Mr. Sherrell:

As you know, staff of the Washington Utilities and Transportation Commission (commission) has worked with Shuttle Express for several years on the issue of using independent contractors as drivers. Commission staff reviewed your proposal of an "Owner-Operator Agreement" in 2005 and provided you with its opinion on such an agreement (see enclosed).

Commission staff and commissioners also discussed this issue with you and other stakeholders during stakeholder meetings conducted in the recent auto transportation rulemakings, Dockets TC-020497 and TC-060177. Specific to those discussions was the need for statutory changes to allow independent contractors.

The commission recently received information which leads us to believe that the following charter bus carriers may be operating as independent contractors for Shuttle Express:

- Gurjeet Singh Gill – CH-62899
- Stephen Arthur Reeves – CH-62900
- Randy Leach d/b/a Randy Leach Transportation – CH-62932
- Timothy C. Pak – CH-63045
- Yvonne Porreca d/b/a Traveling With Yvonne – CH-63041
- C&S Services, LLC – CH-62978

We are working with these carriers to ensure they are providing the charter services authorized under their current certificates. In order to evaluate this information and to better understand your business and its structure, we need information from you about your working relationship with these charter bus carriers.

**By November 6, 2007**, please respond to the following questions in writing and provide documentation as requested:

Jimmy Sherrell  
October 23, 2007  
Page 2

**Equipment**

- 1) Does Shuttle Express lease or rent vehicles to any of the charter bus carriers listed above?
  - a) What is the rent or lease amount?
- 2) Does Shuttle Express maintain any of the vehicles operated by any of the charter bus carriers, or pay for another party to provide maintenance for the vehicles?
- 3) Does Shuttle Express pay for fuel to operate the vehicles operated by any of the charter bus carriers?
- 4) Is Shuttle Express identified on the exterior of the vehicles operated by any of the charter bus carriers?
  - a) If so, how?

**Business Structure**

- 5) Does Shuttle Express have a contract with any of the charter bus carriers, for any reason?
  - a) If so, provide a copy of each contract.
- 6) Does Shuttle Express receive compensation from any of these carriers in any way for any reason?
  - a) If so, describe the compensation structure and amounts received.
- 7) Does Shuttle Express compensate any of these carriers in any way for any reason?
  - a) If so, describe the compensation structure and amounts you pay.
- 8) Does Shuttle Express provide any "free" services, such as dispatch, customer pick up information, etc.? Please identify each "free" service.

Please direct your response to Betty Young, Compliance Specialist, Transportation Safety, Washington State Utilities and Transportation Commission, PO Box 47250, Olympia, Washington, 98504. Ms. Young can also be reached at 360-664-1202, or by e-mail at [byoung@utc.wa.gov](mailto:byoung@utc.wa.gov).

Sincerely,



Carole J. Washburn  
Executive Secretary

Enclosure



STATE OF WASHINGTON

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

1300 S. Evergreen Park Dr. S.W., P.O. Box 47250 • Olympia, Washington 98504-7250  
(360) 664-1160 • TTY (360) 586-8203

November 4, 2005

Jimmy M. Sherrell, President  
Shuttle Express, Inc.  
800 SW 16<sup>th</sup> Street  
Renton, WA 98055

**RE: Proposed Driver Contract**

Dear Mr. Sherrell:

As you are aware, Staff has worked with Shuttle Express, Inc., (Shuttle Express) over the past nine months regarding your company's proposal to use independent contractors as drivers. Per your request, Staff has completed its review of the latest version of your proposed "Owner-Operator Agreement." Staff concludes that under current law:

1. The financial, legal and operational arrangement between Shuttle Express and its "independent-contractor" drivers would constitute a lease of Shuttle Express's certificate or other carrier property, which requires prior Commission approval (RCW 81.12.020 and .030, and RCW 81.68.040 and .070).
2. The financial, legal and operational arrangement between Shuttle Express and its "independent-contractor" drivers would require the "independent-contractor" drivers to obtain auto transportation certificates under RCW 81.68.010(3) and .040.
3. Without the approvals and certificates identified above, Shuttle Express would be in violation of state law if it conducted its business in the manner described in the proposed "Owner-Operator Agreement."
4. Although entitled "Owner-Operator Agreement," your company's proposed agreement does not reflect a traditional owner-operator relationship. Regulated transportation companies have a long history of using owner-operators, and that relationship is well-defined to mean the company leases the owner-operator's vehicle and the owner-operator is an employee of the company.

Shuttle Express, Inc.  
November 4, 2005  
Page 2

As Staff has advised you previously, you have the option of requesting a declaratory ruling by the Commission about the legality of the proposed arrangement. Shuttle Express and Staff would present their respective views to the Commissioners, who would issue a written decision. In addition, you may wish to consider the option of filing an application to lease your certificate authority and a petition to lease other properties under the terms of your proposed agreement. And, of course, another option for you to consider is seeking a change in the statutes.

The foregoing does not constitute legal advice. There may be other options available to your company. You should consult with a lawyer to discuss your options.

The opinions stated in this letter are those of the Commission's Staff and are not binding on the Commission. If you have any questions regarding this matter, please call Gene Eckhardt, Assistant Director of Transportation and Water, at 360-664-1249.

Sincerely,



Carole J. Washburn  
Executive Secretary

## APPENDIX L



STATE OF WASHINGTON

### WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

1300 S. Evergreen Park Dr. S.W., P.O. Box 47250 • Olympia, Washington 98504-7250  
(360) 664-1160 • TTY (360) 586-8203

October 23, 2007

Charles Eagan  
C & S Services, LLC  
11555 SE 319<sup>th</sup> Place  
Auburn, WA 98092

#### Re: Information Request

Dear Mr. Eagan:

The Washington Utilities and Transportation Commission (commission) granted C & S Services, LLC authority to operate as a charter and excursion service carrier in August 2007 under certificate CH-62978.

The commission received information which leads us to believe that you may be providing passenger transportation services not authorized under your current certificate. In order to evaluate this information and to better understand your business and its structure, we need information from you.

**By November 6, 2007**, please respond to the following questions in writing and provide documentation as requested:

#### Equipment

- 1) What type of, and how many, vehicles do you use?
  - a) Include a list of vehicles by type and passenger capacity.
- 2) Do you own, lease or rent the vehicles?
  - a) If you rent or lease, from whom do you lease or rent?
  - b) What is the rent or lease amount?
- 3) Does your company maintain the vehicles?
  - a) If not, who maintains the vehicles?
  - b) Who pays for maintenance of the vehicles?
  - c) To whom are bills for maintenance paid?
- 4) Do you pay for fuel to operate the vehicles?
  - a) If not, who pays for fuel?
- 5) Is C&S Services, LLC identified on the exterior of the vehicle?
  - a) If so, how?
  - b) Is Shuttle Express, Inc., or any other carrier identified on the exterior of the vehicle?



**Business Structure**

- 6) If you provide charter services, how do you attract or obtain business?
  - a) Provide a copy of any advertisement, website, brochure, flyer or other materials designed to attract or obtain customers.
- 7) Do you have a contract with Shuttle Express, Inc., for any reason?
  - a) If so, provide a copy of the contract.
- 8) Do you receive compensation from Shuttle Express, Inc., in any way for any reason?
  - a) If so, describe the compensation structure and amounts received.
- 9) Do you compensate Shuttle Express, Inc., in any way for any reason?
  - a) If so, describe the compensation structure and amounts you pay.
- 10) Do you receive any "free" services (such as customer referral, dispatch information, etc.) from Shuttle Express, Inc.? Please identify each "free" service.

**Operations**

- 11) Do you have contracts with hotels or other entities to perform charter or other bus services?
  - a) If so, provide copies of every contract in effect at any time during September 2007.
  - b) Provide copies of every invoice or receipt for any charter or other bus service performed at any time during September 2007.
- 12) Where do you pick up customers (i.e., at SeaTac airport, at their homes, at hotels, at another predetermined stop or at other locations)?
  - a) List every pick-up location for every passenger during September 2007.
- 13) What is the end destination for your customers (i.e., SeaTac airport, shopping mall or other location)?
  - a) List every destination location for every passenger during September 2007.
- 14) Do you have a regular route or schedule, (i.e., do you stop at the same places each day and do you stop at them at the same time each day)?
  - a) If so, provide copies of your route and schedule if available; otherwise describe your route and schedule.
  - b) If not, describe how your routes and schedules vary from day to day.
- 15) How do you charge customers for providing transportation?
  - a) Describe your rate structure (i.e., do you charge every customer an amount for transportation on an individual basis or charge a group of customers a single amount for transportation?). Include the amount you charge customers for transportation.

Please direct your response to Betty Young, Compliance Specialist, Transportation Safety, Washington State Utilities and Transportation Commission, PO Box 47250, Olympia, Washington, 98504. Ms. Young can also be reached at 360-664-1202, or by e-mail at [byoung@utc.wa.gov](mailto:byoung@utc.wa.gov).

Sincerely,



Carole J. Washburn  
Executive Secretary



STATE OF WASHINGTON

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

1300 S. Evergreen Park Dr. S.W., P.O. Box 47250 • Olympia, Washington 98504-7250  
(360) 664-1160 • TTY (360) 586-8203

October 23, 2007

Gurjeet Singh Gill  
311 169<sup>th</sup> Street SW  
Lynnwood, WA 98037

**Re: Information Request**

Dear Mr. Gill:

The Washington Utilities and Transportation Commission (commission) granted you authority to operate as a charter and excursion service carrier in July 2007 under certificate CH-62899.

The commission received information which leads us to believe that you may be providing passenger transportation services not authorized under your current certificate. In order to evaluate this information and to better understand your business and its structure, we need information from you.

**By November 6, 2007**, please respond to the following questions in writing and provide documentation as requested:

**Equipment**

- 1) What type of, and how many, vehicles do you use?
  - a) Include a list of vehicles by type and passenger capacity.
- 2) Do you own, lease or rent the vehicles?
  - a) If you rent or lease, from whom do you lease or rent?
  - b) What is the rent or lease amount?
- 3) Does your company maintain the vehicles?
  - a) If not, who maintains the vehicles?
  - b) Who pays for maintenance of the vehicles?
  - c) To whom are bills for maintenance paid?
- 4) Do you pay for fuel to operate the vehicles?
  - a) If not, who pays for fuel?
- 5) Is your company identified on the exterior of the vehicle?
  - a) If so, how?
  - b) Is Shuttle Express, Inc., or any other carrier identified on the exterior of the vehicle?



**Business Structure**

- 6) If you provide charter services, how do you attract or obtain business?
  - a) Provide a copy of any advertisement, website, brochure, flyer or other materials designed to attract or obtain customers.
- 7) Do you have a contract with Shuttle Express, Inc., for any reason?
  - a) If so, provide a copy of the contract.
- 8) Do you receive compensation from Shuttle Express, Inc., in any way for any reason?
  - a) If so, describe the compensation structure and amounts received.
- 9) Do you compensate Shuttle Express, Inc., in any way for any reason?
  - a) If so, describe the compensation structure and amounts you pay.
- 10) Do you receive any "free" services (such as customer referral, dispatch information, etc.) from Shuttle Express, Inc.? Please identify each "free" service.

**Operations**

- 11) Do you have contracts with hotels or other entities to perform charter or other bus services?
  - a) If so, provide copies of every contract in effect at any time during September 2007.
  - b) Provide copies of every invoice or receipt for any charter or other bus service performed at any time during September 2007.
- 12) Where do you pick up customers (i.e., at SeaTac airport, at their homes, at hotels, at another predetermined stop or at other locations)?
  - a) List every pick-up location for every passenger during September 2007.
- 13) What is the end destination for your customers (i.e., SeaTac airport, shopping mall or other location)?
  - a) List every destination location for every passenger during September 2007.
- 14) Do you have a regular route or schedule, (i.e., do you stop at the same places each day and do you stop at them at the same time each day)?
  - a) If so, provide copies of your route and schedule if available; otherwise describe your route and schedule.
  - b) If not, describe how your routes and schedules vary from day to day.
- 15) How do you charge customers for providing transportation?
  - a) Describe your rate structure (i.e., do you charge every customer an amount for transportation on an individual basis or charge a group of customers a single amount for transportation?). Include the amount you charge customers for transportation.

Please direct your response to Betty Young, Compliance Specialist, Transportation Safety, Washington State Utilities and Transportation Commission, PO Box 47250, Olympia, Washington, 98504. Ms. Young can also be reached at 360-664-1202, or by e-mail at [byoung@utc.wa.gov](mailto:byoung@utc.wa.gov).

Sincerely,



Carole J. Washburn  
Executive Secretary



STATE OF WASHINGTON

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

1300 S. Evergreen Park Dr. S.W., P.O. Box 47250 • Olympia, Washington 98504-7250  
(360) 664-1160 • TTY (360) 586-8203

October 23, 2007

Randy Leach  
Randy Leach Transportation  
2 West Casino Road #159  
Everett, WA 98204

**Re: Information Request**

Dear Mr. Leach:

The Washington Utilities and Transportation Commission (commission) granted you authority to operate as a charter and excursion service carrier in July 2007 under certificate CH-62932.

The commission received information which leads us to believe that you may be providing passenger transportation services not authorized under your current certificate. In order to evaluate this information and to better understand your business and its structure, we need information from you.

**By November 6, 2007**, please respond to the following questions in writing and provide documentation as requested:

**Equipment**

- 1) What type of, and how many, vehicles do you use?
  - a) Include a list of vehicles by type and passenger capacity.
- 2) Do you own, lease or rent the vehicles?
  - a) If you rent or lease, from whom do you lease or rent?
  - b) What is the rent or lease amount?
- 3) Does your company maintain the vehicles?
  - a) If not, who maintains the vehicles?
  - b) Who pays for maintenance of the vehicles?
  - c) To whom are bills for maintenance paid?
- 4) Do you pay for fuel to operate the vehicles?
  - a) If not, who pays for fuel?
- 5) Is your company identified on the exterior of the vehicle?
  - a) If so, how?
  - b) Is Shuttle Express, Inc., or any other carrier identified on the exterior of the vehicle?



**Business Structure**

- 6) If you provide charter services, how do you attract or obtain business?
  - a) Provide a copy of any advertisement, website, brochure, flyer or other materials designed to attract or obtain customers.
- 7) Do you have a contract with Shuttle Express, Inc., for any reason?
  - a) If so, provide a copy of the contract.
- 8) Do you receive compensation from Shuttle Express, Inc., in any way for any reason?
  - a) If so, describe the compensation structure and amounts received.
- 9) Do you compensate Shuttle Express, Inc., in any way for any reason?
  - a) If so, describe the compensation structure and amounts you pay.
- 10) Do you receive any "free" services (such as customer referral, dispatch information, etc.) from Shuttle Express, Inc.? Please identify each "free" service.

**Operations**

- 11) Do you have contracts with hotels or other entities to perform charter or other bus services?
  - a) If so, provide copies of every contract in effect at any time during September 2007.
  - b) Provide copies of every invoice or receipt for any charter or other bus service performed at any time during September 2007.
- 12) Where do you pick up customers (i.e., at SeaTac airport, at their homes, at hotels, at another predetermined stop or at other locations)?
  - a) List every pick-up location for every passenger during September 2007.
- 13) What is the end destination for your customers (i.e., SeaTac airport, shopping mall or other location)?
  - a) List every destination location for every passenger during September 2007.
- 14) Do you have a regular route or schedule, (i.e., do you stop at the same places each day and do you stop at them at the same time each day)?
  - a) If so, provide copies of your route and schedule if available; otherwise describe your route and schedule.
  - b) If not, describe how your routes and schedules vary from day to day.
- 15) How do you charge customers for providing transportation?
  - a) Describe your rate structure (i.e., do you charge every customer an amount for transportation on an individual basis or charge a group of customers a single amount for transportation?). Include the amount you charge customers for transportation.

Please direct your response to Betty Young, Compliance Specialist, Transportation Safety, Washington State Utilities and Transportation Commission, PO Box 47250, Olympia, Washington, 98504. Ms. Young can also be reached at 360-664-1202, or by e-mail at [byoung@utc.wa.gov](mailto:byoung@utc.wa.gov).

Sincerely,



Carole J. Washburn  
Executive Secretary



STATE OF WASHINGTON

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

1300 S. Evergreen Park Dr. S.W., P.O. Box 47250 • Olympia, Washington 98504-7250  
(360) 664-1160 • TTY (360) 586-8203

October 23, 2007

Stephen Arthur Reeves  
11500 Meridian Avenue South, #46  
Everett, WA 98208

**Re: Information Request**

Dear Mr. Reeves:

The Washington Utilities and Transportation Commission (commission) granted you authority to operate as a charter and excursion service carrier in July 2007 under certificate CH-62900.

The commission received information which leads us to believe that you may be providing passenger transportation services not authorized under your current certificate. In order to evaluate this information and to better understand your business and its structure, we need information from you.

**By November 6, 2007**, please respond to the following questions in writing and provide documentation as requested:

**Equipment**

- 1) What type of, and how many, vehicles do you use?
  - a) Include a list of vehicles by type and passenger capacity.
- 2) Do you own, lease or rent the vehicles?
  - a) If you rent or lease, from whom do you lease or rent?
  - b) What is the rent or lease amount?
- 3) Does your company maintain the vehicles?
  - a) If not, who maintains the vehicles?
  - b) Who pays for maintenance of the vehicles?
  - c) To whom are bills for maintenance paid?
- 4) Do you pay for fuel to operate the vehicles?
  - a) If not, who pays for fuel?
- 5) Is your company identified on the exterior of the vehicle?
  - a) If so, how?
  - b) Is Shuttle Express, Inc., or any other carrier identified on the exterior of the vehicle?



**Business Structure**

- 6) If you provide charter services, how do you attract or obtain business?
  - a) Provide a copy of any advertisement, website, brochure, flyer or other materials designed to attract or obtain customers.
- 7) Do you have a contract with Shuttle Express, Inc., for any reason?
  - a) If so, provide a copy of the contract.
- 8) Do you receive compensation from Shuttle Express, Inc., in any way for any reason?
  - a) If so, describe the compensation structure and amounts received.
- 9) Do you compensate Shuttle Express, Inc., in any way for any reason?
  - a) If so, describe the compensation structure and amounts you pay.
- 10) Do you receive any "free" services (such as customer referral, dispatch information, etc.) from Shuttle Express, Inc.? Please identify each "free" service.

**Operations**

- 11) Do you have contracts with hotels or other entities to perform charter or other bus services?
  - a) If so, provide copies of every contract in effect at any time during September 2007.
  - b) Provide copies of every invoice or receipt for any charter or other bus service performed at any time during September 2007.
- 12) Where do you pick up customers (i.e., at SeaTac airport, at their homes, at hotels, at another predetermined stop or at other locations)?
  - a) List every pick-up location for every passenger during September 2007.
- 13) What is the end destination for your customers (i.e., SeaTac airport, shopping mall or other location)?
  - a) List every destination location for every passenger during September 2007.
- 14) Do you have a regular route or schedule, (i.e., do you stop at the same places each day and do you stop at them at the same time each day)?
  - a) If so, provide copies of your route and schedule if available; otherwise describe your route and schedule.
  - b) If not, describe how your routes and schedules vary from day to day.
- 15) How do you charge customers for providing transportation?
  - a) Describe your rate structure (i.e., do you charge every customer an amount for transportation on an individual basis or charge a group of customers a single amount for transportation?). Include the amount you charge customers for transportation.

Please direct your response to Betty Young, Compliance Specialist, Transportation Safety, Washington State Utilities and Transportation Commission, PO Box 47250, Olympia, Washington, 98504. Ms. Young can also be reached at 360-664-1202, or by e-mail at [byoung@utc.wa.gov](mailto:byoung@utc.wa.gov).

Sincerely,



Carole J. Washburn  
Executive Secretary



STATE OF WASHINGTON

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

1300 S. Evergreen Park Dr. S.W., P.O. Box 47250 • Olympia, Washington 98504-7250  
(360) 664-1160 • TTY (360) 586-8203

October 23, 2007

Timothy C. Pak  
11116 208<sup>th</sup> Street Court East  
Graham, WA 98338

**Re: Information Request**

Dear Mr. Pak:

The Washington Utilities and Transportation Commission (commission) granted you authority to operate as a charter and excursion service carrier earlier this month under certificate CH-63045.

The commission received information which leads us to believe that you may be providing passenger transportation services not authorized under your current certificate. In order to evaluate this information and to better understand your business and its structure, we need information from you.

**By November 6, 2007**, please respond to the following questions in writing and provide documentation as requested:

**Equipment**

- 1) What type of, and how many, vehicles do you use?
  - a) Include a list of vehicles by type and passenger capacity.
- 2) Do you own, lease or rent the vehicles?
  - a) If you rent or lease, from whom do you lease or rent?
  - b) What is the rent or lease amount?
- 3) Does your company maintain the vehicles?
  - a) If not, who maintains the vehicles?
  - b) Who pays for maintenance of the vehicles?
  - c) To whom are bills for maintenance paid?
- 4) Do you pay for fuel to operate the vehicles?
  - a) If not, who pays for fuel?
- 5) Is your company identified on the exterior of the vehicle?
  - a) If so, how?
  - b) Is Shuttle Express, Inc., or any other carrier identified on the exterior of the vehicle?



**Business Structure**

- 6) If you provide charter services, how do you attract or obtain business?
  - a) Provide a copy of any advertisement, website, brochure, flyer or other materials designed to attract or obtain customers.
- 7) Do you have a contract with Shuttle Express, Inc., for any reason?
  - a) If so, provide a copy of the contract.
- 8) Do you receive compensation from Shuttle Express, Inc., in any way for any reason?
  - a) If so, describe the compensation structure and amounts received.
- 9) Do you compensate Shuttle Express, Inc., in any way for any reason?
  - a) If so, describe the compensation structure and amounts you pay.
- 10) Do you receive any "free" services (such as customer referral, dispatch information, etc.) from Shuttle Express, Inc.? Please identify each "free" service.

**Operations**

- 11) Do you have contracts with hotels or other entities to perform charter or other bus services?
  - a) If so, provide copies of every contract in effect at any time during September 2007.
  - b) Provide copies of every invoice or receipt for any charter or other bus service performed at any time during September 2007.
- 12) Where do you pick up customers (i.e., at SeaTac airport, at their homes, at hotels, at another predetermined stop or at other locations)?
  - a) List every pick-up location for every passenger during September 2007.
- 13) What is the end destination for your customers (i.e., SeaTac airport, shopping mall or other location)?
  - a) List every destination location for every passenger during September 2007.
- 14) Do you have a regular route or schedule, (i.e., do you stop at the same places each day and do you stop at them at the same time each day)?
  - a) If so, provide copies of your route and schedule if available; otherwise describe your route and schedule.
  - b) If not, describe how your routes and schedules vary from day to day.
- 15) How do you charge customers for providing transportation?
  - a) Describe your rate structure (i.e., do you charge every customer an amount for transportation on an individual basis or charge a group of customers a single amount for transportation?). Include the amount you charge customers for transportation.

Please direct your response to Betty Young, Compliance Specialist, Transportation Safety, Washington State Utilities and Transportation Commission, PO Box 47250, Olympia, Washington, 98504. Ms. Young can also be reached at 360-664-1202, or by e-mail at [byoung@utc.wa.gov](mailto:byoung@utc.wa.gov).

Sincerely,



Carole J. Washburn  
Executive Secretary



STATE OF WASHINGTON

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

1300 S. Evergreen Park Dr. S.W., P.O. Box 47250 • Olympia, Washington 98504-7250  
(360) 664-1160 • TTY (360) 586-8203

October 23, 2007

Yvonne Porreca  
Traveling with Yvonne  
PO Box 22  
Everett, WA 98206

**Re: Information Request**

Dear Ms. Porreca:

The Washington Utilities and Transportation Commission (commission) granted you authority to operate as a charter and excursion service carrier earlier this month under certificate CH-63041.

The commission received information which leads us to believe that you may be providing passenger transportation services not authorized under your current certificate. In order to evaluate this information and to better understand your business and its structure, we need information from you.

**By November 6, 2007**, please respond to the following questions in writing and provide documentation as requested:

**Equipment**

- 1) What type of, and how many, vehicles do you use?
  - a) Include a list of vehicles by type and passenger capacity.
- 2) Do you own, lease or rent the vehicles?
  - a) If you rent or lease, from whom do you lease or rent?
  - b) What is the rent or lease amount?
- 3) Does your company maintain the vehicles?
  - a) If not, who maintains the vehicles?
  - b) Who pays for maintenance of the vehicles?
  - c) To whom are bills for maintenance paid?
- 4) Do you pay for fuel to operate the vehicles?
  - a) If not, who pays for fuel?
- 5) Is your company identified on the exterior of the vehicle?
  - a) If so, how?
  - b) Is Shuttle Express, Inc., or any other carrier identified on the exterior of the vehicle?



**Business Structure**

- 6) If you provide charter services, how do you attract or obtain business?
  - a) Provide a copy of any advertisement, website, brochure, flyer or other materials designed to attract or obtain customers.
- 7) Do you have a contract with Shuttle Express, Inc., for any reason?
  - a) If so, provide a copy of the contract.
- 8) Do you receive compensation from Shuttle Express, Inc., in any way for any reason?
  - a) If so, describe the compensation structure and amounts received.
- 9) Do you compensate Shuttle Express, Inc., in any way for any reason?
  - a) If so, describe the compensation structure and amounts you pay.
- 10) Do you receive any "free" services (such as customer referral, dispatch information, etc.) from Shuttle Express, Inc.? Please identify each "free" service.

**Operations**

- 11) Do you have contracts with hotels or other entities to perform charter or other bus services?
  - a) If so, provide copies of every contract in effect at any time during September 2007.
  - b) Provide copies of every invoice or receipt for any charter or other bus service performed at any time during September 2007.
- 12) Where do you pick up customers (i.e., at SeaTac airport, at their homes, at hotels, at another predetermined stop or at other locations)?
  - a) List every pick-up location for every passenger during September 2007.
- 13) What is the end destination for your customers (i.e., SeaTac airport, shopping mall or other location)?
  - a) List every destination location for every passenger during September 2007.
- 14) Do you have a regular route or schedule, (i.e., do you stop at the same places each day and do you stop at them at the same time each day)?
  - a) If so, provide copies of your route and schedule if available; otherwise describe your route and schedule.
  - b) If not, describe how your routes and schedules vary from day to day.
- 15) How do you charge customers for providing transportation?
  - a) Describe your rate structure (i.e., do you charge every customer an amount for transportation on an individual basis or charge a group of customers a single amount for transportation?). Include the amount you charge customers for transportation.

Please direct your response to Betty Young, Compliance Specialist, Transportation Safety, Washington State Utilities and Transportation Commission, PO Box 47250, Olympia, Washington, 98504. Ms. Young can also be reached at 360-664-1202, or by e-mail at [byoung@utc.wa.gov](mailto:byoung@utc.wa.gov).

Sincerely,



Carole J. Washburn  
Executive Secretary

## APPENDIX M



PORTLAND, OREGON  
SEATTLE, WASHINGTON  
VANCOUVER, WASHINGTON  
CENTRAL OREGON  
WWW.MILLERNASH.COM

4400 Two Union Square  
601 Union Street  
Seattle, Washington 98101-2352  
OFFICE 206.622.8484  
FAX 206.622.7485

**Brooks E. Harlow, P.C.**  
brooks.harlow@millernash.com  
(206) 777-7406 direct line

November 21, 2007

### BY FIRST CLASS MAIL AND ELECTRONIC MAIL

Carole J. Washburn  
Executive Secretary  
Washington Utilities and Transportation Commission  
Post Office Box 47250  
1300 S. Evergreen Park Dr. SW  
Olympia, Washington 98504-7250

Subject: Information Request - CONFIDENTIAL  
Shuttle Express Responses

Dear Ms. Washburn:

As you know we represent Shuttle Express with regard to the Commission's request for information dated October 23, 2007. Attached are Shuttle Express' responses. Please note that the enclosed responses are considered confidential per WAC 480-07-160.

Please note that paper copies of all confidential portions of the report are copied on yellow paper, designated on each page as "confidential Per WAC 480-07-160," and contained in a sealed envelope marked "Confidential Per WAC 480-07-160." For the electronic version of this filing, each electronic file contains, as part of the file name, the word "CONFIDENTIAL." Additionally, each page in the electronic file is labeled "Confidential Per WAC 480-07-160." Redacted first pages of the enclosures are also provided as required by WAC 480-07-160(3)(c).

Pursuant to RCW §80.04.095 enclosures designated as "confidential" contain valuable commercial information, including trade secrets and confidential marketing, cost, or financial information. Accordingly, pursuant to RCW §80.04.095 such information should not be subject to inspection or copying under RCW Chapter 42.56.

In addition to the undersigned, the following might be directly affected by disclosure of the confidential information:

SEADOCS:304444.1



**MILLER NASH**<sup>LLP</sup>  
ATTORNEYS AT LAW

Carole J. Washburn  
November 21, 2007  
Page 2

PORTLAND, OREGON  
SEATTLE, WASHINGTON  
VANCOUVER, WASHINGTON  
CENTRAL OREGON  
[WWW.MILLERNASH.COM](http://WWW.MILLERNASH.COM)

Jim M. Sherrell  
President  
Shuttle Express, Inc.  
800 SW 16<sup>th</sup> Street  
Renton, WA 98055  
Phone: (425) 981-7004  
E-mail: [jimys@attglobal.net](mailto:jimys@attglobal.net)

If you have any questions please contact the undersigned.

Very truly yours,

Brooks E. Harlow, P.C.

cc: Ms. Betty Young (via e-mail)  
Mr. David Pratt (via e-mail)

**EQUIPMENT**

1) Does Shuttle Express lease or rent vehicles to any of the charter bus carriers listed above?

**No.**

a) What is the rent or lease amount?

**Not applicable.**

2) Does Shuttle Express maintain any of the vehicles operated by any of the charter bus carriers, or pay for another party to provide for maintenance for the vehicles?

**The charter bus carriers listed above are independent contractors who are responsible for providing and maintaining the vehicles they operate. Contractors are free to obtain their vehicles from any source, provided they meet applicable safety, quality, Port, and other standards. See the enclosed Independent Contractors Agreement for full details. Currently all independent contractors lease their vehicles from Express Leasing LLC. See the enclosed Vehicle Lease Agreement. The current lease form includes a maintenance contract for certain types of maintenance. Covered maintenance is provided by the Shuttle Express maintenance shop. Contractors pay a fully compensatory rate to Express Leasing for the covered maintenance services. The Contractors are responsible for all maintenance costs that are not covered by the maintenance contracts.**

3) Does Shuttle Express pay for fuel to operate the vehicles operated by any of the charter bus carriers?

**No.**

a) If so, how?

**Not applicable.**

**BUSINESS STRUCTURE**

5) Does Shuttle Express have a contract with any of the charter bus carriers for any reason?

**Yes.**

a) If so, provide a copy of each contract.

**The current forms of contracts are enclosed. They are in the process of review, however.**

6) Does Shuttle Express receive compensation from any of these carriers in any way for any reason?

**Yes.**

a) If so, describe the compensation structure and the amounts received.

**Under RCW 80.68.010, an "Auto transportation company" means every corporation . . . managing any motor-propelled vehicle used in the business of transporting persons. . . ." The Shuttle Express independent contractor program is intended to ensure that Shuttle, as a holder of an auto transportation company certificate of public convenience and necessity ("CPCN"), provides sufficient "management" over the operation of the independent contractors' vehicles so that those operations fall under ambit of Shuttle's CPCN without creating a master-servant or employer-employee relationship. Much like a prime contractor on a construction project who manages sub-contractors doing the actual work of building a structure to plans and**

specifications, Shuttle provides the overall management and functionality of an auto transportation company but uses subcontractors to provide vehicles and drivers. The Independent Contractor Agreement gives Shuttle Express sufficient management rights to ensure that operations under its CPCN will comply with all safety and economic regulations of the WUTC applicable to an auto transportation company.

Under the current form of contract, Shuttle Express and the independent contractors share revenues generated from contractors' activities covered by the contracts. Contractors retain all revenues for independent business they generate and undertake. The compensation structure is a percentage of the revenues generated. Amounts vary with the revenue from each reservation. See the enclosed Independent Contractors Agreement for full details. The compensation structure is in the process of review.

7) Does Shuttle Express compensate any of these carriers in any way for any reason?

**Yes.**

a) If so, describe the compensation structure and amounts you pay.

**Under the current form of contract, Shuttle Express compensates willing carriers for advertising of "Limos by Shuttle Express" service on the vehicle. See the enclosed Independent Contractors Agreement for full details as well as the response to Question 6. The compensation structure is in the process of review.**

8) Does Shuttle Express provide any "free" services, such as dispatch, customer pick up information, etc.? Please identify each "free" service.

**Shuttle Express does not provide any "free" services to carriers. See the enclosed contracts and the response to Question 6.**

**CONFIDENTIAL**  
Per WAC 480-07-160

## APPENDIX N



PORTLAND, OREGON  
SEATTLE, WASHINGTON  
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**Brooks E. Harlow, P.C.**  
brooks.harlow@millernash.com  
(206) 777-7406 direct line

November 30, 2007

### BY FIRST CLASS MAIL AND ELECTRONIC MAIL

Carole J. Washburn  
Executive Secretary  
Washington Utilities and Transportation Commission  
Post Office Box 47250  
1300 S. Evergreen Park Dr. SW  
Olympia, Washington 98504-7250

Subject: Information Request - CONFIDENTIAL  
Shuttle Express **Corrected** Responses

Dear Ms. Washburn:

As you know we represent Shuttle Express with regard to the Commission's request for information dated October 23, 2007. On November 21, 2007, Shuttle Express filed their responses. However, we discovered this week that the wrong forms of independent contractor and lease agreements were filed. Attached are Shuttle Express' corrected contract forms to their responses filed on November 21, 2007. Please note that the enclosed forms are considered confidential per WAC 480-07-160.

Please note that paper copies of all confidential portions of the report are copied on yellow paper, designated on each page as "confidential Per WAC 480-07-160," and contained in a sealed envelope marked "Confidential Per WAC 480-07-160." For the electronic version of this filing, each electronic file contains, as part of the file name, the word "CONFIDENTIAL." Additionally, each page in the electronic file is labeled "Confidential Per WAC 480-07-160." Redacted first pages of the enclosures are also provided as required by WAC 480-07-160(3)(c).

Pursuant to RCW §80.04.095 enclosures designated as "confidential" contain valuable commercial information, including trade secrets and confidential marketing, cost, or financial information. Accordingly, pursuant to RCW §80.04.095 such information should not be subject to inspection or copying under RCW Chapter 42.56.

SEADOCS:305146.1



**MILLER NASH**<sup>LLP</sup>  
ATTORNEYS AT LAW

Carole J. Washburn  
November 30, 2007  
Page 2

PORTLAND, OREGON  
SEATTLE, WASHINGTON  
VANCOUVER, WASHINGTON  
CENTRAL OREGON  
[WWW.MILLERNASH.COM](http://WWW.MILLERNASH.COM)

In addition to the undersigned, the following might be directly affected by disclosure of the confidential information:

Jim M. Sherrell  
President  
Shuttle Express, Inc.  
800 SW 16<sup>th</sup> Street  
Renton, WA 98055  
Phone: (425) 981-7004  
E-mail: [jimys@attglobal.net](mailto:jimys@attglobal.net)

If you have any questions please contact the undersigned.

Very truly yours,

Brooks E. Harlow, P.C.

cc: Ms. Betty Young (via e-mail)  
Mr. David Pratt (via e-mail)

**SHUTTLE EXPRESS, INC  
INDEPENDENT CONTRACTOR AGREEMENT (LuxVan)**

\_\_\_\_\_  
This Independent Contractor Agreement ("Agreement") is effective this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_, in the Town of Renton, County of King, and State of Washington,  
by and between Shuttle Express, Inc. ("Company") and  
\_\_\_\_\_  
\_\_\_\_\_ ("Contractor").

\_\_\_\_\_  
WHEREAS, Company holds the necessary operating authority from the Washington Utilities and Transportation Commission ("WUTC"), the Washington Department of Licensing ("DOL") for Transportation Passenger Operations, and the Port of Seattle Airport (herein referred to as "PORT"); and

WHEREAS, Company has a proprietary marketing and back office systems which are desirable to Contractor;  
and

WHEREAS, Company holds the right to utilize certain name(s), trademark(s), trade name(s), service mark(s) and phone number(s) and conducts advertising for its own benefit to attract customers for its transportation service (the "licensed property"); and

WHEREAS, Contractor desires to license the name, trademarks, service marks, insignia, colors and color combinations for use in or on Contractor's vehicle (the licensed property) for security and/or identification purposes in accordance with the terms set forth herein; and

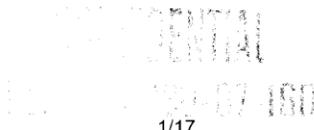
WHEREAS, Contractor desires to receive referrals from Company in accordance with the terms and conditions set forth herein;

NOW THEREFORE, the parties agree as follows:

**1. INDEPENDENT CONTRACTOR STATUS OF CONTRACTOR**

(a) By this Agreement, Contractor and Company expressly acknowledge and agree that there does not exist between them the relationship of employer-employee or master-servant, either express or implied. This Agreement is not a contract of employment, hire or apprenticeship. Contractor is a self-employed person engaged in an independently established trade, occupation and business of the same nature as the services Contractor agrees to provide under the terms of this Agreement.

(b) Contractor acknowledges and agrees that as a self-employed person, Contractor is not eligible for Workers' Compensation Insurance from the Company and the Company is not obliged to provide it. Contractor will not be treated as an employee of the Company for any purpose, including, but not limited to, the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, State Workers' Compensation, State Unemployment Insurance, State Disability Insurance, and Federal and/or State income tax withholding at source. Company will not withhold any taxes or make any payment, either federal or state, on behalf of Contractor. Contractor hereby assumes complete responsibility for the payment of self-employment and Federal and State income taxes. Contractor further agrees to obtain at Contractor's sole cost and expense any and all applicable insurance coverages required by the State of Washington, the Washington Utilities and Transportation Commission (DOL), the Port of Seattle (PORT) and/or other regulatory bodies.



(c) If Contractor operates as a partnership or limited liability company (LLC), all Contractors, partners and LLC members (individually and collectively), shall sign and be subject to all portions of this Agreement. If a Contractor enters into an employment relationship with anyone, Contractor shall be solely responsible for setting wages, benefits, hours and working conditions for any such employee; for furnishing at Contractor's own expense during the entire period of this Agreement full and complete Worker's Compensation Insurance coverage for all such employees; for paying all required wages for said employees; for withholding all required taxes and for paying all required contributions with respect to said employees; for complying with all laws relating to Contractor's employees; and for entering into a written employment agreement with such employees that incorporates relevant terms of this Agreement. Contractor agrees to provide Company, prior to assigning or permitting any employee of Contractor to perform any services under the terms of this Agreement, a certificate showing in force the requisite Workers' Compensation Insurance for Contractor's employees and listing Company as a certificate holder to be given notice in the event of termination or cancellation of such coverage.

(d) Contractor shall indemnify and hold Company harmless from any liability resulting from (i) the injury or death of any person driving, repairing, maintaining or otherwise involved in the operation of Contractor's vehicle and/or (ii) Contractor's failure to comply with his/her obligations under this Agreement.

(e) Contractor hereby acknowledges that, except for fees described in Section 7 below, the Contractor is not obligated and shall not pay Company any direct or indirect fees or charges for the privilege or right to enter into or maintain this Agreement or the use of Company's licensed property.

(f) While Contractor is not, and shall not in any manner claim or allege to be, an employee of the Company:

- (1) The Company is the sole holder of all licenses, agreements and/or authorizations with any and all federal, state and other regulatory bodies, except for Contractor requirements under Section 12 herein.
- (2) The Company shall be responsible for and obligated to all applicable regulatory bodies, including but not limited to the Port of Seattle (PORT), the Washington Utilities and Transportation Commission (WUTC), Department of Transportation (DOT), and Washington State Department of Licensing (DOL) to ensure Contractor is fully informed of all applicable rules, regulations and laws.

(g) Contractor agrees to:

- (1) Maintain a separate set of books or records that reflect all items of income and expenses of Contractor's business and provide Company a copy of such books/records on or before the 15<sup>th</sup> day of each month for the previous month.
- (2) File at the appropriate applicable filing periods, a schedule of expenses with the Internal Revenue Service, and file a Schedule C federal income tax return. Contractor agrees to provide Company a copy of such filings no later than ten days after the deadline for filing. If Contractor has filed for an extension of time to file with the Internal Revenue Service, Contractor shall provide Company a copy of the request for extension and shall provide copies of the filings no later than ten days after the expiration of the extension.
- (3) Obtain a unified business identifier number from the state and establish an account with the State Department of Revenue for the payment of all required state taxes, and provide Company proof of compliance with this provision not later than ten days after the execution of this Agreement.

(h) Prior to operating under this Agreement, as per PORT regulations and/or DOL RCW 46.72A.090, Contractor shall successfully complete, at contractors expense, a company approved orientation course which includes but is not limited to (i) All portions of this Agreement, (ii) Customer service standards, and (iii) Defensive driving.

INITIAL  
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(i) Prior to operating under this Agreement, Contractor agrees to provide Company, at Contractor's expense, written evidence of:

- (1) Current valid Washington Drivers License
- (2) Current DMV 3 year Driving Record
- (3) Current valid DOT Medical Card
- (4) Drug screening with negative result
- (5) Vehicle Insurance in compliance with Paragraph 12 below.
- (6) Washington State L&I Occupational Accident insurance
- (7) W.U.T.C Charter License
- (8) SeaTac Airport Ground Transportation Permit
- (9) Unified Business Identifier (Washington State UBI) registration
- (10) Licenses as required by the Port, DOL, DOT, or WUTC

## 2. USE OF COMPANY TRADE MARKS

(a) Company hereby grants to Contractor the right to use the licensed property in or on Contractor's vehicle during the term of this Agreement and any extension(s) of it.

(b) Contractor agrees that all Company symbols, including but not limited to trade marks, trade names, logos, insignias, colors and color combinations, now and hereafter used by Contractor, are solely and exclusively the property of the Company.

(c) Contractor shall not use Company's name, trade mark, trade name, service mark or phone number in any type advertising without express written permission from the Company.

## 3. TERM

(a) The initial term of this Agreement shall commence upon its effective date and continue for one (1) year unless terminated earlier as provided herein.

(b) This Agreement is renewable from year to year unless thirty (30) days before the termination of any term, either party notifies the other in writing of its intention not to renew this Agreement.

(c) Early termination due to a major breach of this Agreement.

## 4. CONTRACTOR'S DISCRETION

(a) Except as may be required by applicable law and regulations, Contractor will have the absolute discretion of determining the manner and means of accomplishing the performance of services rendered.

(b) Contractor may not utilize Company symbols, insignias, logos, trade identification colors or any other licensed property, while performing any transport service to or from SeaTac International Airport or any other facility which has issued a permit or license to the Company unless Contractor is performing services under this Agreement. Nothing herein prohibits Contractor from performing services that are not restricted by this Agreement.

(c) Contractor may perform services under this Agreement at any time during the term or any extension(s) of it. Further, at Contractor's option, Contractor may elect to perform services during specified time periods mutually agreed to by the parties.

(d) By such agreement Contractor will be entitled to operate at Airport during such specified time periods.

**5. CUSTOMER SERVICE STANDARDS**

(a) Contractor will receive referrals to transport passengers and/or baggage via Company's reservation and referral center ("Shuttle Express Support Center"). Contractor agrees to comply with applicable port staging area procedures, procedures for efficient use of communication devices (cell phones, pager, radio), and other company operational procedures.

(b) Contractor agrees to abide by all customer service standards which may change from time to time. While operating under this Agreement this includes but is not limited to PORT Ground Transportation Operator's Manual regulations, a copy of which is given to Contractor at the time of execution of this Agreement and when Company is notified by PORT of changes to the manual.

(c) Contractor agrees to inform Company immediately upon the occurrence or knowledge of a customer service complaint, grievance, dispute or criticism of service provided regardless if directed at the Contractor or Company.

(d) Contractor is responsible for performance to the standards of the company and for any refunds for service deficient to both the customer and company.

**6. COLLECTION OF CUSTOMER FARES**

(a) Contractor acknowledges that subject to its obligation to pay the Company the Charges described in Section 7, all fares paid by customers ("Customer Fares") when accepting referrals from Company, whether paid to Contractor, in cash or otherwise ("Contractor Collected Fares"), or paid directly to Company, or its affiliates, such as credit card reservations, direct bill accounts or vouchers, shall be and remain the property of the Contractor.

(b) In transporting passengers pursuant to this Agreement, Contractor agrees to charge only those tariffs/fares assigned and approved by Company and no variation is allowed unless authorized by the Company (i.e.: Fuel Surcharge). If Contractor overcharges a passenger and the Company is therefore required to make a refund, Contractor agrees to pay to the Company the amount of the refund paid by the Company. Nothing herein shall limit Contractor's ability to charge different tariffs/fares when Contractor transports passengers outside of this Agreement.

(c) **Contractor Collected Fares** Contractor acknowledges that Contractor Collected Fares shall be deemed to have been received by Contractor and are subject to Charges described in Section 7. Contractor shall be responsible for collecting from customers all Contractor Collected Fares and any applicable tariffs.

(d) **Company Collected Fares** For prepaid reservations such as Credit Card Collected fares, Direct Bill accounts and Vouchers, the Company shall be responsible for collecting Customer Fares. Company collected fares shall be deemed to have been received by Company as agent for the Contractor. Contractor must obtain signed receipts for all prepaid transactions and will forfeit 100% of any fare charged back to the Company, plus any fees levied in connection, if a signed receipt is not obtained.

(e) **Point of Sale Device** Contractor may use a Point of Sale Device (POS), if available, for all Contractor Collected credit card transactions. If a POS Device is available, but not used, (i) Contractor will forfeit 100% of any fare charged back or denied plus any fees levied in connection with such charge back. (ii) Contractor shall pay an additional 5% handling fee on all non-POS credit card charges.

(f) **Customer Service Incident** In the event any Credit Card Collected fare is denied by a customer due to a service incident the Contractor shall bear the loss of fare and processing fees.

(g) **Credit Card Processing** Company shall process credit card charges at no fee to Contractor for all Customer Fares including Contractor Collected Fares unless Contractor elects to do so or fails to use a POS Device as stated in (e) above.

## 7. PAYMENT TERMS AND CONDITIONS

- (a) Contractor shall remit to the Company, within 48 hours of the day on which the service is rendered, confirmation of all passengers carried using the invoice process specified in the appropriate Appendix, listing all fares collected each day, both collected by the Contractor and collected by the Company as Contractor's agent, along with an accounting of such Contractor Collected Fares.
- (b) In the event the Contractor's Invoices are not delivered to the Company within 48 hours of the day on which the services were rendered, Company may immediately cease referring passengers to Contractor and Contractor will immediately cease operations under this Agreement until the Invoices are delivered to the Company and all fares are reconciled.
- (c) Contractor shall be deemed to be in breach of this Agreement and it will be terminated; (i) within 30 days of delivery of notice to Contractor of Contractor's failure to pay on a timely basis any sums stipulated in this Agreement, (ii) within 30 days of delivery of notice to Contractor of Contractor's failure to remit any accurate daily invoice pursuant to Section 7(a), (iii) immediately upon Contractor's submission of an incomplete or inaccurate daily invoice.
- (d) Contractor shall pay Company a Commission of the Net Customer Fares and a Reservation Fee as outlined on the appropriate Appendix for use of the Licensed Property and in consideration of the services performed by the Company.
- (e) Company may compensate Contractor for accepting Company advertising placed on the vehicle. Such compensation may take the form of percentage points credited off Company's Marketing & Referral fee.
- (f) Both parties reserve the right to invoice the other for unexpected or extraordinary costs incurred in connection with providing service for the Company or to the Company's guests.
- (g) The Company may offset against the amounts payable to Contractor for any and all amounts owed by Contractor to the Company.
- (h) For all work performed from the beginning of the 1<sup>st</sup> day of each month through the end of the 15<sup>th</sup> day of each month, Contractor shall receive financial settlement of charges on the 25<sup>th</sup> of the month. For all work performed from the beginning of the 16<sup>th</sup> day of the month through the end of the last day of each month, Contractor shall receive financial settlement of charges on the 10<sup>th</sup> of the following month. Should the 25<sup>th</sup> or 10<sup>th</sup> day of any month fall on a weekend day or holiday, settlement may be made on the first business day after the 25<sup>th</sup> or 10<sup>th</sup>. Invoices not submitted within 48 hours of the end of a settlement period may not be paid until the following settlement period.

## 8. AIRPORT, PORT, WUTC, AND DOL FEES

- (a) Contractor shall pay all direct airport, county licenses, WUTC fees, and DOL fees incurred in the operation of his/her vehicle to or from all airports and ports. On agreement, these fees may be paid through the Company on behalf of the Contractor. Contractor shall submit evidence of such payments to the Company within 30 days of payment.
- (b) Contractor acknowledges that airport, Port, WUTC, and DOL fees are subject to change by charging entity. To the extent required by any port or state authority, Contractor appoints Company as its agent for the purpose of negotiation and remission of Contractor's fees to the charging entity.

## 9. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL FINANCIAL REPORTING

- (a) Contractor acknowledges that strict compliance with the financial reporting requirements established by any Federal, State, or Local authority is essential to operating under this Agreement. Contractor further understands that the Company, as holder of the necessary operating authorities, is required by law (1) to file an annual report with the DOL and PORT; and (2) to file returns disclosing gross passenger revenues received by all Contractors, and may be required to pay fees in connection with these reports.

(b) In the event of an audit by any overseeing authority of either the Company and/or Contractor, Contractor agrees to make available to the Company all records and documents relating to the operation of the vehicle under this Agreement and to fully cooperate with the Company in preparation and compilation of individual or summary records to be submitted by the Company to the appropriate regulatory body.

(c) Contractor agrees to indemnify the Company for any penalties, assessments or other direct or indirect losses arising out of any failure by Contractor to report gross revenues or other required information to the Company.

#### **10. COMPLIANCE WITH LAW AND GOVERNMENTAL REGULATIONS**

(a) Throughout the term of this Agreement and any extension(s) of it, Contractor shall possess and maintain all required licenses, permits and certificates necessary for lawful operation under this Agreement; including but not limited to current Washington driver's license, current vehicle registration, evidence of title to vehicle, charter license if required; and Contractor shall provide Company with current copies of all such licenses, certificates and permits. Contractor shall immediately notify the Company of any change, revocation, suspension, renewal or amendments to any license permit or certificate.

(b) Contractor and all partners shall comply with all laws and governmental regulations and rules relating to the operation of the vehicle including various port, federal, state, county and municipal statutes and regulations. This includes but is not limited to all portions of DOL Code of Federal Regulations (CFR) regulations, Washington Department of Licensing (DOL) RCW laws relating to Limousine Carriers, applicable Federal Motor Carrier Safety Administration (FMCSA) regulations and Washington State Patrol (WSP) regulations and reviews. These include but are not limited to (i) submission to and passing of random and scheduled drug and alcohol testing, (ii) passing of DOT approved medical testing, (iii) WSP criminal background check.

(c) Compliance with all hours of service regulations including DOL, 49 CFR, Part 395 specifying (i) Minimum of 8 consecutive hours off after a maximum of 10 hours drive time and/or 15 hours work time. (ii) A maximum of 60 hours work and/or drive time within any 7 consecutive days.

(d) Contractor agrees to adhere at all times to all PORT regulations (Port of Seattle Airport Operations Ground Transportation Operations Manual) which may be revised from time to time.

(e) Contractor agrees to obtain a Port of Seattle Ground Transportation Operating Agreement.

#### **11. VEHICLE SPECIFICATIONS AND MAINTENANCE**

(a) Throughout the term of this Agreement and any extension(s) of it, Contractor's vehicle shall be of a certain make and model to be approved by the Port of Seattle and other applicable agencies or insurance carriers in order for Contractor to operate under this Agreement.

(b) Contractor and Contractor's vehicle shall comply with all safety, maintenance and appearance regulations as now exist or as may be amended from time to time. This includes but may not be limited to:

- (i) Daily pre and post trip driver inspection.
- (ii) Periodic inspection at least once per year by a qualified inspector as per DOL 49CFR, part 396 and FMCSA part 396.
- (iii) PORT periodic inspections for cleanliness, proper equipment, good appearance, safe operating condition, violation of any laws and ordinances or PORT rules and regulations.

(c) Contractor agrees that interior and exterior of vehicle shall be thoroughly cleaned at a minimum of once per day and that the vehicle shall remain a non-smoking area at all times as per PORT regulations contained in the PORT Ground Transportation Operator's Manual.

(d) To determine the vehicle's compliance with PORT, WUTC, and insurance requirements, the Company has the right to inspect the vehicle as follows:

- (1) Field Inspections conducted daily typically at base or port staging areas.
- (2) Scheduled Inspections.

(e) The Company may immediately cease referring customers to Contractor in the event Contractor's vehicle fails to comply with all portions of this section.

**12. VEHICLE INSURANCE, ACCIDENTS, Etc.**

(a) During the term of this Agreement and any extension(s) of it, Contractor agrees to provide and maintain in full force and effect at Contractor's sole expense policies of automobile insurance approved by the Company having the limits of coverage not less than \$1,500,000 combined single limit (CSL), subject to change upon notice to Contractor, or higher limits of coverage if required by the State of Washington, Port of Seattle, or the WUTC or DOL for commercial auto transportation services.

(b) Such insurance policies will endorse the Company and others as required as additional insureds and shall provide 30 days' prior written notice to the Company and involved regulatory agencies of any modification, cancellation or expiration. Prior to operating under this Agreement and from time to time as requested by the Company, Contractor will provide evidence satisfactory to the Company that such insurance is in full force and effect.

(c) Contractor, and any partner(s) or LLC members if applicable shall provide evidence of dual coverage and of full compliance with 15(a) and 15(b) prior to operating vehicle.

(d) Contractor's obligation to maintain insurance described here will not be affected in any way by any separate insurance maintained by the Company, nor will the maintenance of any insurance by the Company relieve the Contractor of any obligation under this Agreement.

(e) Current proof of insurance evidencing effective coverage in accordance with this Agreement will be present in the vehicle at all times. Any lapse, termination, cancellation or other interruption of required insurance coverage for any reason will be grounds for the Company's immediate cancellation of this Agreement.

(f) If the Contractor's vehicle is involved in or contributes to any accident ("Accident" defined as "any contact with anything or contacted by anything"), injury or property damage, Contractor agrees that he/she will report it to the Company immediately. Contractor will cooperate fully with the Company and any party(s) it specifies in investigation, settlement or defense. Contractor will submit to the Company copies of any legal papers relating to any accident or legal claim involving any guests, their possessions and/or the vehicle.

(g) Should the Contractor, any partner or employee, receive any citation or notice of violation of any law or regulation in connection with the operation of any vehicle, Contractor, partner or employee shall immediately notify the Company and provide copies of all reports, citations or notices and cooperate fully with the Company in any investigation.

(h) Contractor will indemnify and hold the Company harmless from any claims, damages and liability against the Company resulting from Contractor's noncompliance with his/her insurance obligations under this Agreement or resulting from Contractor's failure to provide notification of an accident as specified by this Agreement.

(i) Contractor agrees to abide by and be subject to the provisions of the material breach section outlined in Appendix C.

(j) Contractor agrees that vehicle shall be equipped with a Drive Cam unit at all times while operating under this Agreement. Contractor agrees to inform Company (download Drive Cam data) for any Drive Cam event within 24 hours of event being recorded on Drive Cam. Tampering in any way with the installation or operation of the Drive Cam unit constitutes a major breach of this Agreement.

(k) As required by insurance carriers, Contractor agrees at contractor's expense to attend safety seminars quarterly at any certified safety institute as certified by the insurance carrier - four (4) times per year. Contractor failing to attend two consecutive quarterly safety seminars will not be offered work until a safety seminar is successfully completed by a certified instructor.

**13. WORKERS' COMPENSATION OR OCCUPATIONAL ACCIDENT INSURANCE**

(a) Contractor agrees to purchase at Contractor's own expense, and to maintain and keep in full force, Contractor's own self-employed occupational accident insurance issued by the State of Washington Department of Labor and Industries.

(b) Contractor agrees to provide the Company with evidence of said protection on a monthly basis.

**14. FORMS OF OWNERSHIP**

(a) A partnership or limited liability company (LLC) may be formed to operate under this Agreement. Any partnership or LLC agreement shall incorporate this Agreement by reference.

(b) Each partner, member of an LLC, or employee of a Contractor must operate under the terms of this Agreement.

**15. CONFIDENTIALITY**

(a) The operations of the Company and identity of the Company's customers are absolutely confidential and a trade secret of the Company. Any disclosure of the identity of Company's customers or the nature of its operations other than as are openly obvious and advertised by the Company to the public constitutes a violation of the Company's trade secret rights and attendant right to confidentiality.

(b) Breach of this confidentiality provision by Contractor or any partner will be grounds for immediate cancellation of this Agreement.

**16. INDEMNIFICATION**

(a) Contractor assumes complete responsibility for the operation of the vehicle and agrees to indemnify and hold the Company and/or all regulatory agencies harmless from and against all claims, demands, liabilities, suits, judgments, awards, damages, losses, expenses, causes of action at law or in equity which are caused by or arise out of the operation of Contractor's vehicle and/or the handling or transportation of passengers, luggage or items by Contractor or any partner during the term of this Agreement or any extension(s) of it. In addition the Contractor will indemnify the Company and/or any regulatory agency for the following:

- 1) Reasonable attorneys' fees, costs and/or expenses of litigation.
- 2) Injury or damage to or loss of property including Contractor's equipment.
- 3) Injury, disease or death of any person.
- 4) Damage to third parties arising out of the theft, destruction or vandalism of Contractor's vehicle.
- 5) Violations of any statutes, laws, ordinances, rules, requirements or regulations.

(b) Contractor expressly agrees that its obligation to indemnify, defend and hold the Company harmless will extend to all instances involving the use or operation of Contractor's vehicle including without limitation to personal or commercial use provided for or not in this Agreement.

**17. NOTICE OF CLAIM OR SUIT**

(a) If a claim is made or suit brought against Contractor arising from Contractor's operations under this Agreement, Contractor agrees to forward immediately to the Company every demand, notice, summons or other process received by Contractor.

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**18. ASSISTANCE AND COOPERATION OF CONTRACTOR**

(a) Contractor agrees upon request to cooperate with the Company in the event of a claim or suit by attending hearing and trials and assisting in making statements, securing evidence and obtaining the attendance of witnesses.

**19. ATTORNEY'S FEES**

(a) In the event that the Company is required to institute or defend any action or equity brought against or by Contractor arising out of this Agreement or otherwise, Contractor agrees to pay such amounts as the court shall determine as and for reasonable attorneys' fees for the Company in commencing or defending such action or suit, in addition to any and all costs, expenses, fees and damages.

**20. PRONOUNS**

(a) The pronouns used in this Agreement when referring to the Contractor shall be lawful and binding regardless of whether the Contractor is a partnership, LLC, or individual.

**21. MEDIATION AND ARBITRATION**

(a) If there arises any dispute concerning the terms or implementation of this Agreement, the aggrieved party will give the other party written notice of the dispute describing in reasonable detail the nature of the dispute. Within 20 days after receipt of such notice the receiving party will submit to the other a written response. The notice and response should include a statement of each party's position and a summary of the evidence and arguments supporting its position. The parties will meet at a mutually acceptable time and place within 30 days following the date of the disputing party's notice, and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute. If the controversy has not been resolved within 60 days of the disputing party's notice, or if the party receiving said notice will not meet within 30 days, either party may initiate mediation of the controversy or claim in accordance with the American Arbitration Association ("AAA").

(b) If the controversy has not been resolved pursuant to the mediation process within 60 days of the initiation of the procedure, or if either party will not participate in mediation, the controversy will be settled by arbitration in accordance with Section 21(c) below. Arbitration may not be commenced unless and until the parties have first exhausted the negotiation and mediation process in section 21(a) above.

(c) Except as provided in sections 21(a) and (b), and except as precluded by applicable law, any controversy or claim between the parties arising from or relating to this Agreement or any alleged breach of it, including any issues pertaining to the arbitrability of such controversy or claim and any claim that this Agreement or any part of it is invalid, illegal, or otherwise voidable or void will be submitted to binding arbitration. The arbitrator will have the authority to determine whether a particular dispute or matter is subject to arbitration. Said arbitration will be conducted by AAA in accordance with AAA's rules of Practice and Procedure. Judgment upon any award rendered may be entered in applicable law. Such arbitration will be conducted at AAA's office in Seattle, Washington. The substantive law applied in such arbitration will be Washington law. The arbitration and the party's agreement will be deemed to be self-executing, and if either party fails to appear at any properly-noticed arbitration proceeding, an award may be entered against such party despite said failure to appear.

**22. GOVERNING LAW**

(a) This Agreement will be governed by and construed in accordance with the laws of the State of Washington.

(b) To the extent permitted by applicable law, the parties hereto waive the provision of any law which prohibits any provision of this Agreement or renders any provision unenforceable in any respect.

**23. SEVERABILITY**

(a) In the event that any portion of this Agreement is found to be invalid or unenforceable, such provision will be considered deleted from the Agreement and will not invalidate the remaining portion.

**24. WAIVER**

(a) No delay in or omission of the exercise of a right, power or remedy accruing to the Company for breach or default by Contractor under this Agreement will impair any such right, power or remedy of the Company, and it will not be construed to be a waiver of any such breach or default, nor will any waiver of any single breach or default be deemed a waiver of any breach or default before or after the occurrence.

(b) Any waiver, permit, or consent or approval of any kind of character on the part of the Company of any provision or condition of this Agreement must be made in writing and will be effective only to the extent specified in such writing. All remedies, either under this Agreement or by law, or otherwise afforded to the Company will be cumulative and alternative.

**25. NOTICES**

(a) Any and all notices required under this Agreement to be given to either party to the other will be deemed to have been given upon personal delivery of the notice or upon the mailing of the notice in a sealed envelope by certified mail to applicable address as follows.

- 1) To the Company at: 800 SW 16<sup>th</sup> Street, Renton, WA 98057
- 2) To Contractor at: address in Appendix A

(b) Contractor agrees to immediately inform Company in writing of any change to information provided in Appendix A: address, phone number, cell phone number, e-mail address, vehicle information. Notice may be sent to Town Car Operations Manager.

**26. BINDING EFFECT**

(a) This Agreement will be binding on the parties, their successors and assigns.

**27. IMPOSSIBLE TO PERFORM**

(a) In the event it becomes impossible for either party to perform under this Agreement due to fire, flood, earthquake, vandalism, arson, court order or bankruptcy, this Agreement will be terminated without liability to the defaulting party.

**28. TERMINATION OF AGREEMENT**

(a) This Agreement may be immediately terminated for major breach in the following manner:

- 1) Immediately, by either party, for the other's major breach of any of the provisions of this Agreement.
- 2) Immediately upon assignment of this Agreement by Contractor, whether voluntary or by operation of law or otherwise, without prior written approval by the Company. Contractor shall not be deemed to have assigned the Agreement merely by hiring or using others to assist Contractor in the performance of the Agreement provided Contractor maintains control and responsibility for those Contractor uses.
- 3) Immediately should any license, permit or certificate required for Owner's operations under this Agreement be suspended, terminated, revoked or interrupted.
- 4) Immediately should Contractor fail to comply with any of the insurance requirements of this Agreement.

Contractor Initial \_\_\_\_\_

- 5) Immediately upon Contractor's driving record becoming unacceptable in accordance with the Safety Program Breach (Appendix C).
- 6) Immediately upon Contractor's failure to provide a vehicle meeting all PORT, WUTC, and insurance requirements under this Agreement.
- 7) Immediately upon Contractor's failure to submit to or pass any scheduled or random drug, alcohol or chemical test required by any local, state or federal agency.
- 8) Immediately upon Contractor's violation of any local, state or federal law, rule or regulations applicable to Contractor's operations pursuant to the terms of this Agreement.
- 9) Immediately upon Contractor's acquiescence or complicity in the use of Contractor's vehicle in connection with any criminal offense.
- 10) Immediately upon Contractor's compromising the safety or security of a passenger, or commission or omission of an act that results in harm or injury to any person or which substantially increased the risk thereof.

(b) It is agreed by the Company and Contractor that any waiver by Company of a right to terminate under this Agreement relating to any particular act, omission or incident, will not constitute a waiver of any other right to terminate under any other provision.

(c) Upon either party serving notice of cancellation or non-renewal, Contractor will upon effective date discontinue all operations under this Agreement and will forthwith return to the Company's premises all Company equipment including but not limited to radio transceivers, pagers, telephones and all documents containing the Company name or furnished by the Company. Contractor will immediately cease use of Company logo, insignia, trade marks and service marks.

(d) Should Contractor fail or refuse to make the aforementioned delivery Contractor will pay the Company, forthwith upon written demand, all costs and expenses, including reasonable attorneys' fees incurred by the Company in securing the return of said equipment and documents.

(e) It is agreed that upon cancellation or non-renewal of this Agreement by either party, Contractor at his/her own expense, will immediately modify Contractor's vehicle in a manner that no longer suggests or indicates a connection with the Company. Such modification will include removal of all Company symbols, insignias, logos, trade identification colors, color combinations and operating permits. Proof of such modifications as deemed acceptable by the Company must be provided within 7 days.

(f) Contractor agrees to indemnify and hold harmless the Company and any regulatory agencies for any damages, claims or cost resulting from Contractor's actions or unauthorized use of the licensed property.

(g) All other violations of this Agreement will be a Minor Breach. Two Minor Breaches of the same type in any six month period will constitute a Major Breach. Three Minor Breaches of any kind within any six month period will constitute a Major Breach. Company shall give Contractor a written notice of minor breach and Contractor shall have five (5) calendar days to remedy the breach or advise Company, in writing, how Contractor intends to remedy or prevent further breaches of the same nature. Failure of Contractor to remedy the minor breach or provide Company written notice of the remedy to prevent further breaches of the same nature shall constitute a major breach of this agreement.

## 29. NOTIFICATIONS

(a) The Company has the right upon termination or expiration of this Agreement to notify all applicable regulatory agencies that the Contractor is no longer operating under this Agreement and no longer has the rights to operate under the Company's name or marks or operating authority.

**30. ENTIRE AGREEMENT**

(a) This written Agreement and its appendices constitute the entire Agreement between Contractor and the Company. There are no other representations, condition, warranties, guaranties or collateral agreements, expressed or implied, statutory or otherwise, concerning this Agreement or the obligations of Contractor or the Company to each other.

(b) This contract supersedes any previous Independent Contractor Agreements between Contractor and Company. Any prior representations, conditions or agreements between the parties are expressly revoked. Contractor and the Company each warrant that neither has been induced to enter this Agreement by any such matters. This Agreement may not be modified except as provided herein or by other express written agreement of the parties.

**CONTRACTOR ACKNOWLEDGES THAT CONTRACTOR HAS CAREFULLY READ, UNDERSTANDS AND AGREES WITH ALL THE TERMS OF THIS AGREEMENT, AND THAT IN EXECUTING THIS AGREEMENT HAS HAD THE OPPORTUNITY TO RELY ON LEGAL ADVICE FROM AN INDEPENDENT ATTORNEY OF CONTRACTOR'S CHOICE SO THAT THE TERMS OF THIS AGREEMENT AND THEIR CONSEQUENCES COULD HAVE BEEN FULLY EXPLAINED TO CONTRACTOR BY AN ATTORNEY, AND HAS EITHER OBTAINED SUCH INDEPENDENT COUNSEL, OR FREELY, VOLUNTARILY AND KNOWINGLY WAIVES SUCH RIGHT.**

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

CONTRACTOR'S SIGNATURE By: \_\_\_\_\_

Printed Name

Shuttle Express, Inc. SIGNATURE: By: \_\_\_\_\_

Printed Name

Title



**APPENDIX A**

**Independent Contractor: Please write, in your own handwriting, the following:**

i, \_\_\_\_\_ (insert your name), have read this Agreement and wish to provide services as an Independent Contractor to Shuttle Express, Inc.

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I acknowledge that I am not an employee of Shuttle Express, Inc., and agree that, as an Independent Contractor, I am not entitled to either Worker's Compensation or Unemployment Compensation Benefits.

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I am self-employed and I am responsible for my own taxes.

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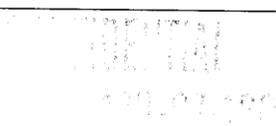
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\_\_\_\_\_  
Independent Contractor Signature

\_\_\_\_\_  
Date



**APPENDIX B**

Contractor's Name: \_\_\_\_\_  
Last First Middle

Home Address: \_\_\_\_\_  
Address Unit or Apt. #

\_\_\_\_\_  
City State ZIP

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Independent Contractor agrees to make Shuttle Express Town Car Operations Manager aware of any changes in the information listed above within 24 hours of the change.

via e-mail: [ssalins@shuttleexpress.net](mailto:ssalins@shuttleexpress.net)  
via phone: 425-981-7013  
via FAX 425-981-7071



**APPENDIX C**

**SAFETY BREACH**

**(Major and Minor Breaches)**

Within Time Period of	Behavior / Event	Action
1 month	3 preventable Drive Cam events 5 preventable Drive Cam events	Minor Breach Major Breach
3 months	13 preventable Drive Cam events	Major Breach
12 months	1 preventable collision 1 moving violation – including photo enforcement 1 unacceptable observation or ride 2 independent verified safety complaints	Minor Breach
12 months	2 preventable collisions 2 moving violations – including photo enforcement 2 unacceptable observations or rides 3 independent verified safety complaints	Major Breach
24 months	2 preventable collisions 2 moving violations – including photo enforcement 2 unacceptable observations or rides 4 independent verified safety complaints	Minor Breach
24 months	3 preventable collisions	Major Breach
36 months	4 preventable collisions 3 moving violations – including photo enforcement 3 unacceptable observations or rides 6 independent verified safety complaints	Major Breach
Anytime	Unreported collision or moving violation	Major Breach
Anytime	DUI / DWI conviction	Major Breach
Anytime	Falsification of Invoice record-of-duty status (log) Tampering with any safety device	Major Breach
Anytime	Positive drug test or refusal to take test	Major Breach
Anytime	Violation of Safety Agreement element*	Minor Breach
Anytime	*Exception: Seat Belt not worn by everyone in a moving vehicle	Major Breach
Anytime	Serious moving violation as defined by CMVSA* Speeding – 15 mph or more over limit Reckless driving Disobeying stop sign or traffic signal Improper lane change Following too close Aggressive driving Preventable collision involving the above or irresponsible behavior	Major Breach

\*Federal Motor Carrier Safety Regulation – Commercial Motor Vehicle Safety Act

**APPENDIX D**

**CUSTOMER SERVICE STANDARDS**

1. **Port of Seattle (PORT) Standards:** Contractor agrees to comply with all standards issued by the Port of Seattle, which are incorporated herein by this reference, applicable to Contractor's operations under this Agreement. Contractor hereby acknowledges receipt of the Port of Seattle "Ground Transportation Operator's Manual."

2. **Identification Badge:** Contractor agrees to prominently display an identification badge issued by Company in accordance with PORT standards, on outer garment above waist, all times while performing services under the terms of this Agreement.

3. **Scheduling:** To ensure customer service needs and to maximize Contractor's revenue, Shuttle Express Support Center will periodically advise Contractor of the days and hours services of independent contractors are needed. Upon receipt of the Center's notification of available times, the Contractor will have 24 hours to negotiate and sign an "Available Working Time Agreement" setting forth the dates and times the Contractor agrees to be available for service. Once Contractor has committed to availability for specific days and hours, Contractor is responsible for the days and hours committed. Contractor shall provide Company Support Center not less than one week notice of any change in the independent contractor's availability as agreed to by Contractor. A failure of Contractor to be available on a date and time agreed to by Contractor and the failure of Contractor to arrange for a replacement or substitute shall constitute a minor breach of the agreement.

4. **Vehicle:** Clean inside and out when boarding each party. Interior shall be maintained in a tidy and uncluttered manner. Interior and exterior of vehicle shall be thoroughly cleaned at a minimum of once per day. The vehicle shall remain a non-smoking area at all times.

CONTRACTOR  
SIGNATURE  
DATE

**APPENDIX E**

**Independent Contractor Paid Charges**

Independent Contractor agrees to pay the Company:

Item	Rate	Contract Obligation	Frequency	Contractor Initial
Base Marketing & Referral Fee	<u>50</u> %	<u>50</u> %	% of Customer Fares (as per Section 6)	_____
Vehicle Advertising Credit	<u>- 10</u> %	[ <u>      </u> ] %	10 percentage points credit	_____
<b>NET MARKETING &amp; REFERRAL FEE</b>		<u>      </u> %		_____
Reservation Fee	\$ 1.00	\$ <u>1.00</u>	per Reservation	_____
Point-of-Sale (Credit Card) Unit	Market Rate	\$ <u>when known</u>	per Settlement Period	_____
Drive Cam	\$ 7.00	\$ <u>7.00</u>	per Settlement Period	_____
Company Fuel	\$ 0.05	\$ <u>0.05</u>	above Company bulk rate	_____
Orientation (as needed)	\$ 12.00	\$ <u>12.00</u>	per Hour	_____
Recurrent Safety Seminars	\$ 10.00 \$ 30.00	\$ <u>10.00</u> \$ <u>30.00</u>	per Hour (Group) per Hour (Individual)	_____
Modular Certification Seminars	Market Value		(varies w/ Seminar)	_____

**Shuttle Express, Inc.**

**Independent Contractor**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Shuttle Express LuxVan I/C Agreement  
Revised 7-04-07

17/17

Contractor Initial \_\_\_\_\_



**4. OWNERSHIP and REGISTRATION**

Lessor shall register, title and license the Vehicle so as to maintain Lessor's ownership and insurable interest in the Vehicle. Lessee acknowledges Vehicle is the property of Lessor, although registered title may be in a third party name.

**5. CONDITION OF VEHICLE and RETURN OF VEHICLE**

Lessee acknowledges receipt of the Vehicle in good physical and mechanical condition.

Lessee agrees to return Vehicle to Lessor in same condition as received (ordinary wear and tear excepted) within twenty-four (24) hours of termination of this Agreement or upon demand of Lessor. Any and all wear and tear including dents and scratches that are not ordinary for vehicle age and use will be at the expense of the Lessee.

**6. CARE, ALTERATIONS, OPERATION**

Vehicle may only be used and operated in a careful and proper manner. Lessee agrees to comply with all laws, ordinances, and regulations relating to the possession, use or maintenance of the Vehicle, including maintaining insurance coverage. Lessee shall use Vehicle in its business in accordance with the terms and conditions of this Agreement and all applicable governmental and insurer requirements and limitations, including regulations applicable to operate under any operator agreement. Vehicle shall be operated only by Lessee in connection with Lessee's independently established trade, occupation and business as an Independent Contractor. Lessee shall not allow the Vehicle to be operated (1) by a driver in possession or under the influence of alcohol or any drug, legal or illegal, prescription or over-the-counter, which may impair his/her ability to operate the Vehicle, (2) in a reckless or abusive manner, (3) on a flat tire, (4) loaded improperly or beyond manufacturer recommendation, (5) to transport Hazardous Materials as defined by 49 CFR 171.8, (6) off an improved road or highway.

Lessee shall not make any additions, alterations, or modifications to the Vehicle during the Lease Term except for additions which are approved in writing by the Lessor and are readily removable without any damage to the Vehicle. Alterations to which the Lessor shall consent shall become the property of the Lessor and be subject to the terms of this Agreement.

Lessee shall be responsible for all operating expenses of Vehicle including, without limitation, fuel, storage and any fines or penalties, and provide vehicle to approved maintenance facility for all scheduled maintenance.

**7. MAINTENANCE AND REPAIRS**

Lessee shall ensure Leased Vehicle is maintained, repaired, and serviced at a maintenance facility designated by Lessor in accordance with manufacturer requirements and recommendations. Lessee will maintain a record showing required maintenance has been performed. Lessor maintenance covered by Lessor Maintenance Charges includes tires, brakes, engine tune up, oil change, engine repairs, transmission repairs and service, differential repairs and service, auto body functions, and studded tires installed during winter snows. Items not covered are any drive train component damage caused by abuse and or collisions. All non-collision related items such as maintenance, repairs, maintenance-related towing, services, service items, normal wear items and parts are paid by Lessee through Maintenance Charges under this Agreement. Non-collision or items not related to maintenance such as lock-out are not covered and are the Lessee's responsibility.

In the event Lessor agrees to provide Lessee a Loaner Vehicle during maintenance of Lessee's vehicle, a mileage charge for use of Loaner Vehicle will be based on odometer mileage of Loaner Vehicle at the same Base Vehicle Lease Rate shown in the applicable Supplement. Lessee shall be responsible to complete sign-out and sign-in record for use of Loaner Vehicle, showing beginning and ending mileage. Lessee shall be responsible to return Loaner Vehicle in clean condition with normal wear and tear. A Cleaning Charge (described in the applicable Supplement) will be assessed for vehicles returned unclean. Use of this Loaner Vehicle does not void, replace, or affect Paragraph 3 Lease Payment. Paragraph 5 Condition of Vehicle and Return of Vehicle applies to return of Loaner Vehicle.

**8. LESSOR'S RIGHT TO INSPECT**

Lessor and its authorized representatives may inspect the Vehicle at its discretion. Lessor shall have no duty to make any such inspection and shall not incur any liability or obligation by reason of making or not making any such inspection. Lessee shall provide Lessor with any information requested by Lessor with respect to Lessee's use and operation of the Vehicle.

**9. INSURANCE**

(a) Coverage During the term of this Agreement, Lessee agrees to provide and maintain in full force and effect at Lessee's sole expense policies of insurance having the levels, coverages and deductibles as specified by Lessor. While subject to change, these limits currently are:

(1) Lessee shall maintain a minimum of \$1,500,000 combined single limit (CSL) insurance unless a higher limit is required by the state of Washington, regulatory agencies, or for specific operations or under any agreement to provide vehicles or transportation services, in which case such higher limit shall apply.

(2) Insurance carrier to be rated "A-" or better by A.M. Best.

(3) Comprehensive and collision insurance listing Lessor as an additional insured, with a deductible no greater than an amount to be agreed upon by the parties to this Agreement (as listed in applicable Supplement).

(3) Such insurance policies shall name Express Leasing and others as required as additional insured and shall provide 30 days prior written notice to Lessor and involved regulatory agencies of any modification, cancellation or expiration. Prior to operating under this Agreement and from time to time as requested by Lessor, Lessee shall provide evidence satisfactory to Lessor that such insurance is in full force and effect.

(b) Lessor Insurance Lessee's obligation to maintain insurance described herein shall not be affected in any way by any separate insurance maintained by Lessor, nor shall the maintenance of any insurance by Lessor relieve the Lessee of any obligation under this Agreement.

(c) Proof of Insurance Current proof of insurance evidencing effective coverage in accordance with this Agreement shall be present in the Vehicle at all times. Any lapse, termination, cancellation or other interruption of required coverage for any reason shall be grounds for the immediate termination of this Agreement.

(d) Reporting If Vehicle is involved in or contributes to any accident ("Accident" defined as "any contact with anything or contacted by anything"), injury or property damage, Lessee agrees he/she shall report it to Lessor or Lessor's designee immediately and submit a complete written Accident Report to Lessor or Lessor's designee no later than the end of the working day. Lessee shall cooperate fully with Lessor and any party(s) it specifies in investigation, settlement or defense. Lessee shall submit to Lessor copies of any legal papers relating to any accident or legal claim involving guests, their possessions and/or the Vehicle.

(e) Noncompliance Lessee shall indemnify and hold Lessor harmless from any claims, damages and/or liability against Lessor resulting from Lessee's noncompliance with insurance obligations under this Agreement or resulting from Lessee's failure to provide notification of an accident or event as specified in this Agreement.

**10. POWER OF ATTORNEY**

Lessee hereby grants and appoints to Lessor a Limited Power of Attorney to present insurance claims for property damage to Lessee's insurance carrier if Vehicle is damaged during the term of this Agreement, and to endorse Lessee's name on insurance payments for charges or damages.

**11. LESSEE RESPONSIBLE FOR ADDITIONAL COST AND FINES**

Lessee shall be responsible for any additional costs or fines incurred for, or imposed on, the Vehicle during the term of the Agreement unless such cost or fine was due to the action of inaction of the Lessor. This paragraph shall apply to fines imposed as a result of a violation by Lessee of any laws, in any jurisdiction, regarding the operation of the Vehicle, including parking fines, speeding fines, unsafe condition, improper operation, etc.

**12. ACCIDENTS**

Accidents must be reported immediately to Lessor or Lessor's designated representative, and in writing to Lessor or designated representative prior to the end of the business day. Lessee must immediately deliver to Lessor's office or representative a copy of every process, pleading or paper relating to any claims, suits and proceedings. Lessee shall not aid any claimant, but shall cooperate fully with Lessor in all matters connected with any claims or suits.

### 13. DAMAGE TO VEHICLE

Lessee is responsible for and agrees to pay Lessor the fair market value for replacing and/or repairing damage to Vehicle, including: loss of use, claim administration fees, diminishment of value, towing, storage or impound fees and costs incurred by Lessor to recover Vehicle and to establish damages, regardless of fault or negligence of the Lessee or any person, and regardless if damages are the result of an act of God. Lessee agrees to present a claim to his insurance agent/carrier for all such damage and costs. Lessee's insurance is primary.

### 14. LOSS OF VEHICLE

(a) Risk Lessee shall bear the entire risk of the Vehicle being lost, stolen, destroyed, damaged, or otherwise rendered permanently unfit or unavailable for use. Lessee shall reimburse Lessor for any loss of accessories, tires, or any other equipment furnished by Lessor and for damage to the Vehicle caused by any goods or property transported in the Vehicle.

(b) Total Loss In the event the Vehicle suffers a total loss or is stolen prior to the end of its Lease Term, Lessee shall pay Lessor an amount equal to (1) the Lease Charge for the period in which such loss or theft occurs, (2) any other Charges then due and owing. Insurance proceeds shall be for the account of Lessee to the extent of Lessee's payment pursuant to this Article.

(c) Partial Loss Lessee shall immediately repair any damage to the Vehicle. Lessor shall make the proceeds of any insurance coverage available to Lessee for such repairs.

### 15. BODILY INJURY / PROPERTY DAMAGE RESPONSIBILITY TO THIRD PARTIES

(a) Lessor does not provide, extend or afford any insurance coverage to Lessee or passenger(s) through this Agreement, unless expressly requested by Lessee, approved by Lessor, and provided for in writing. Lessor shall have the sole right to refuse any such request by Lessee, with or without justification for such refusal.

(b) Lessee assumes full responsibility for any damages to, destruction of, or loss of property of third persons, whether or not such property was transported by or in Vehicle.

(c) Lessee shall be responsible, at Lessee's sole expense, to provide all insurance coverage required by the jurisdiction(s) in which the Vehicle is operated to provide protection for bodily injury to, or property damage of, third persons as a result of the operation of the Vehicle during the term of this Agreement.

(d) If there is other valid and collectible vehicle liability protection or insurance on any basis available to Lessee or any other person, and such protection or insurance satisfies the financial responsibility laws, then no liability protection is afforded by Lessor. However, if Lessee is in compliance with the terms and conditions of this Agreement, and if Lessor is determined by law to provide liability protection to any Lessee, such liability protection shall be limited to the minimum financial responsibility of the state(s) in which Vehicle is operated.

### 16. PERFORMANCE BY LESSOR

Unless otherwise required by law, Lessor's financial responsibility does not extend to:

- (a) Injuries to the Lessee while riding in, alighting from, entering or on Vehicle.
- (b) Liability imposed upon or assumed by anyone under any worker's compensation act, plan or contract.
- (c) Bodily injury or property damage occurring while Vehicle is used as a personal vehicle or for a personal purpose.
- (d) Any property owned or rented by, or in the care of, the Lessee.

If Lessee fails for any reason to perform any of its obligations under this Lease Agreement, Lessor may (but shall not be obligated to) perform such obligations without relieving Lessee of its obligation to do so. Lessee shall reimburse Lessor upon demand for any costs and expenses incurred by Lessor in connection with such performance as an additional Charge.

**17. DEFAULT / VIOLATIONS OF THE AGREEMENT**

The following acts shall be deemed to be a default of this Agreement:

- (a) Lessee misrepresents fact(s) to Lessor pertaining to rental, use or operation of Vehicle.
- (b) The Vehicle is used or driven:
  - (1) In violation of any term or condition of this Agreement
  - (2) By any person under the age of 25 without Lessor's written permission, or by anyone who has given a fictitious name or false address.
  - (3) For any illegal purpose, in a race, in a speed contest or to tow another vehicle or trailer.
  - (4) By any person if there is reasonable evidence that he/she was under the influence of narcotics, intoxicants, or drugs while operating the Vehicle.
  - (5) By any person other than Lessee without written consent of Lessor.
  - (6) Outside state of lease (Washington) without written consent of Lessor.
  - (7) Under authority of any license other than his/her own. Lessee warrants that the license shown to Lessor at time Vehicle is assigned is her/her own and fully valid.
  - (8) By any unauthorized person as a result of Lessee's failure to lock Vehicle or secure the keys.
  - (9) On other than a paved public highway, private road or driveway.
  - (10) In a reckless or imprudent manner or if Vehicle is deliberately damaged
- (c) Lessee fails to make payments required under Paragraph 3 hereof on or before the due date.
- (d) Lessee fails to provide vehicle to Lessor's maintenance facility for scheduled maintenance
- (e) Lessee violates any other provision of this Agreement and fails to remedy such violation within five (5) business days, or such longer time as provided by Lessor in the notice of violation.

**18. TERMINATION**

This Agreement may be terminated by Lessor at any time upon any action or inaction constituting a default of this Agreement as provided herein. This Agreement shall continue until terminated by either party upon 30 days prior written notice to the other of the effective date of such termination (the "Termination Date") or by mutual agreement of both parties; provided, however, the terms and conditions of this Agreement and the obligations of Lessee hereunder and any Supplements with respect to the Vehicle prior to the Termination Date shall remain in full force and effect until all such obligations have been fulfilled.

**19. RETURN OF VEHICLE**

Upon termination of this Agreement, for either default or expiration of the term of the Agreement, Lessee's right to operate said Vehicle shall immediately and automatically cease, and Lessee agrees to cease using said Vehicle immediately. Lessee shall immediately return Vehicle at own expense to the designated maintenance facility, unless otherwise advised by Lessor or its representative. Lessee shall return all vehicle documents including registration, insurance, certificates, licenses and unexpired license plates with the Leased Vehicle. If Lessor has not received title documents for the Vehicle in order to permit sale of such Vehicle, or such Vehicle is not returned in accordance with this Article, then Lessee shall pay Lessor for all losses and costs incurred by Lessor, including recovery, storage and document expenses, until the Vehicle and documents are returned to Lessor.

Lessee agrees that any continued operation of Vehicle after termination of this Agreement is an operation without the knowledge, consent or permission of Lessor, and Lessor may notify police that said Vehicle has been stolen. Lessee releases and discharges Lessor from any liability and all claims of any nature arising as a result of Lessee's unauthorized use of the Vehicle after termination. Upon termination of this Agreement, Lessor has the right to seize, without legal process or notice to Lessee, said Vehicle at any time or place. Lessee waives all claims for damages connected with such seizure or the notification of police that said Vehicle is stolen as provided herein.

**20. FOREIGN TRAVEL**

Lessee shall not remove the Vehicle from the United States without prior written approval of Lessor. Any protection referred to in this Agreement is null and void in Mexico. Lessee must obtain Lessor's written permission and purchase special insurance prior to entering Mexico.

**21. INDEMNITY**

(a) Lessee shall indemnify and hold Lessor, its agents and employees, harmless against any and all losses, claims, damages or expenses (including attorney’s fees) (“Liabilities”) connected with or arising out of ownership, management, control, use, storage, condition (including without limitation, defect, whether or not discoverable by Lessor or Lessee), maintenance or operation of the Vehicle, or any default by Lessee in the performance of any of its obligations, including without limitation, any Liabilities; (1) incurred by Lessor as a result of Lessee’s failure to obtain and maintain insurance as required by Article 9, (2) incurred by Lessor in excess of the limits of any insurance coverage provided by Lessee, (3) relating to the loss or damage to the Vehicle, (4) incurred by Lessor as a result of the failure of Lessee to operate Vehicle in accordance with the terms of this Agreement and applicable Supplement(s), (5) with respect to any goods or other property transported by the Vehicle, and (6) which Lessor would not otherwise be required to pay under the terms of this Agreement. Lessee shall promptly notify Lessor of any such Liability.

(b) The indemnities set fort herein shall survive the termination or expiration of this Agreement and any Supplement.

**22. LESSEE’S INDEMNITY PROVISION**

Upon demand from Lessor, Lessee agrees to defend, indemnify, and hold Lessor harmless from all losses, liabilities, damages, injuries, claims, demands, costs and expenses incurred by Lessor in any manner from this lease transaction or from the use of operation of Vehicle by Lessee or any other party, including claims of or liabilities to third parties, and agrees to present a claim to his/her insurance carrier for all such expenses. If Lessee has no insurance to cover such events or losses, Lessee agrees to pay Lessor for such losses.

**23. DISCLAIMER OF WARRANTIES AND CONSEQUENTIAL DAMAGE; FORCED MAJURE**

(a) Lessee acknowledges that Lessor is not the designer, manufacturer, producer or distributor, or agent of the foregoing, of the Vehicle.

(b) Lessor makes no warranty or representation, express or implied, as to the merchantability, fitness, safeness, design, condition, quality, or workmanship of the Vehicle.

(c) Lessee specifically waives all right to make claim against Lessor and any Vehicle for breach of any warranty of any kind whatsoever, and Lessee leases the Vehicle “as is.”

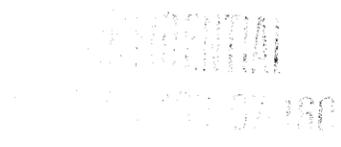
(d) In no event shall Lessor be liable for any inconveniences, loss of profit or other consequential, incidental, or special damages including without limitation, damages resulting from any defect in Vehicle, or any theft, damage, loss or failure of Vehicle. There shall be no abatement or setoff of Lease Charges because of the same.

(e) Lessor shall not be liable for any failure to perform any provisions resulting from fire or other casualty, riot, strike or governmental regulation or restriction, or any cause beyond Lessor’s control.

**24. LEASEHOLD INTEREST; SECURITY INTERESTS**

(a) Leasehold Interest Lessor is the owner of the Leased Vehicle, including all modifications, alterations and additions thereto. Lessor and Lessee acknowledge and agree this Agreement is a lease of property for commercial and federal income tax purposes and that the Lessee does not acquire any right, title or interest in the Vehicle or any proceeds thereof, except the right to possess and use Vehicle in accordance with the terms of this Agreement and applicable Supplement(s). Lessor and Lessee agree Lessor is the only party entitled to claim income tax deductions for asset cost recovery, depreciation or investment tax credits (if any) with respect to the Vehicle under the Internal Revenue Code of 1986 and applicable state laws.

(b) Assignment of Leases and Subleases Assignment of Lease and/or Subleases is not permitted under the terms of this Agreement.



(c) **Security Interest** In the event any court determines that this Lease is not a true Lease, Lessee hereby grants Lessor a security interest in the Vehicle, together with all accessories, replacements and substitutions thereto and proceeds thereof including without limitation any Charges, proceeds of sale, exchange or other disposition of the Vehicle, proceeds of any damage claim or insurance covering the Vehicle and the proceeds due to become due from Lessee. At the written request of Lessor, Lessee shall execute and deliver to Lessor any financing statement or other instrument required to perfect the foregoing security interest, and agrees to pay or reimburse Lessor for any searches, filings, recordings, stamp fees or taxes arising from the filing or recording of any such instrument or statement. Lessee authorizes Lessor to manually or electronically file this Agreement. Any such filing shall not be deemed evidence of any intent to create a security interest under the Uniform Commercial Code.

**25. LESSOR'S RIGHT TO CLAIM SETOFF**

In the event Lessee is in default of any payment for lease or any obligation to pay or reimburse Lessor any other costs or expenses as set forth in this Agreement, Lessee hereby authorizes Lessor to request a setoff of such amount from any amounts due from any customer for which Lessor provides transportation services, without further notice to Lessee. Further, Lessee hereby agrees to defend, hold harmless and indemnify such customer from and against any claimed loss or other damage alleged to have been incurred by Lessee as a result of the customer honoring such a request for setoff from amounts due to Lessee.

**26. WARRANTIES**

Lessor makes no warranties, express or implied, including the warranties of fitness and merchantability, as to Vehicle other than as set forth in the Supplement 3 hereto. Lessee hereby accepts the Vehicle in and "AS IS" condition, subject only to those conditions or exceptions noted in Supplement 3 hereto or identified in writing by Lessee to Lessor within five (5) business days of Lessee taking possession of the Vehicle.

**27. LESSEE'S WARRANTIES AND COVENANTS**

(a) Lessee represents and warrants to Lessor that: (1) this Agreement had been duly and validly executed and delivered and constitutes the valid and binding obligation of Lessee, and (2) LESSEE HAS READ AND UNDERSTANDS THIS LEASE AGREEMENT, AND HAS HAD THE OPPORTUNITY TO SEEK ADVICE FROM AN ATTORNEY OF LESSEE'S CHOICE PRIOR TO SIGNING.

(b) Lessee shall provide Lessor with at least 30 days prior written notice of a change to Lessee's (1) legal or business name, (2) state of incorporation, registration or organization, (3) social security number or tax identification number., (4) business and/or residence address, (5) type of organization (such as corporation, partnership, LLC, etc.).

(c) Without Lessor's written approval, Lessee shall not (1) sell, transfer or otherwise dispose of any of the Lessee's or Lessor's interest in the Vehicle or this Agreement, (2) consolidate with or merge into any other business or entity or permit any other business or entity to consolidate with or merge into Lessee.

**28. SEVERABILITY**

If any provision of this Agreement is unlawful, contrary to public policy, void or unenforceable, remaining provisions shall continue in full force and effect.

**29. GOVERNING LAW**

This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**30. NOTICE**

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or by Certified United States Mail, postage prepaid, addressed to the appropriate party at the address shown for that party at the beginning of this Agreement.

**31. ATTORNEY'S FEES AND COSTS**

The prevailing party in any action brought in court or otherwise to enforce this Agreement or to collect any amount due under this Agreement, the prevailing party shall be entitled to collect from the other party the attorney's fees and all other costs incurred.

**32. ASSIGNMENT OR SUBLEASE**

Lessee may not assign this Lease Agreement or any right hereunder, in whole or in part, or sublease or otherwise deliver, transfer or relinquish possession of the Leased Vehicle without the prior written consent of the Lessor. Lessor may at any time, without notice to Lessee, mortgage, grant a security interest in or otherwise transfer, sell or assign all or any part of its interest in this Lease Agreement, any Supplement, Leased Vehicle or any Charges or other sums due or to become due hereunder, subject to Lessee's right to possess and use the Leased Vehicle in accordance with the terms and conditions of this Lease Agreement and any applicable Supplement(s).

**33. IMPLIED WAIVERS**

The waiver by either party of, or failure to claim, a breach of any provisions of this Lease Agreement shall not be deemed to be a waiver of any subsequent breach or to affect in any way the effectiveness of such provision.

**34. AGENCY**

Lessee shall never at any time during the Lease Term be or become the agent of Lessor for any purpose whatsoever. Lessor shall not be responsible for the acts or omissions of Lessee or its agents.

**35. AMENDMENTS**

All Amendments and Supplements shall be valid only in writing and signed by all parties.

**36. NON SUBSTANTIVE DATA**

Lessee authorizes Lessor to insert in this Lease Agreement serial numbers and other identification data of the Leased Vehicle and dates or other unintentionally omitted non-substantive items to render this Lease Agreement complete.

**37. ENTIRE AGREEMENT**

This Lease Agreement and Supplements shall constitute the entire agreement between the parties regarding the Leased Vehicle, and supersedes all prior agreements and understandings.

This Agreement is made and entered into on the date first written above.

**Lessor: Express Leasing, LLC**

**Lessee:**

\_\_\_\_\_  
Express Leasing, LLC

\_\_\_\_\_  
Lessee Signature

\_\_\_\_\_  
Ginger Jordan, Manager

\_\_\_\_\_  
Printed Name

Express Leasing, LLC LuxVan Vehicle Lease Agreement  
Revised 06-27-07

\_\_\_\_\_  
Lessee INITIAL \_\_\_\_\_

**SUPPLEMENT 1**

**GUARANTEE**

In consideration of the Lessor leasing to Lessee and other good and valuable consideration, the receipt of which is hereby acknowledged by the undersigned, the undersigned guarantor unconditionally guarantees payment of all amounts due or to become due to the Lessor named in the above Lease Agreement, including without limitation, all Lease Charges and any amounts owing following surrender of the Leased Vehicle.

Guarantor: \_\_\_\_\_  
(Lessee Signature)

\_\_\_\_\_  
(Printed Name)

**SUPPLEMENT 2**

**LEASED VEHICLE DESCRIPTION**

Leased Vehicle Description	<u>FORD</u>	<u>Van</u>	_____
	Make	Model	Year
Leased Vehicle VIN Number	_____		
Leased Vehicle Identification Number	_____		
Mileage at Delivery	_____		
Delivery Date	_____		
Vehicle Notes	_____		
	_____		
	_____		
	_____		

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**SUPPLEMENT 3**

**VEHICLE LEASE TERMS AND CHARGES**

**Lease Term:** One (1) year from date first written in Agreement

**Payment Due Date:** 15 days after end of invoiced period

**Lease Charge** Per-mile charge based on Vehicle mileage  
Minimum Monthly Lease Charge applies (see below).

**Vehicle** Luxury Van # \_\_\_\_\_

**Category** Base Vehicle Lease Rate \$ 0.17 per mile

**Other Charges** Maintenance Payment \$ 0.07 per mile

Vehicle Cleaning Charge \$ 25.00 per event  
(Loaner Vehicle returned unclean)

\_\_\_\_\_ \$ \_\_\_\_\_ per \_\_\_\_\_

**CHARGES AT COMMENCEMENT OF LEASE AGREEMENT**

Item	Lease Amount	Obligation	Frequency of Payment	Lessee Initial
Base Vehicle Lease Payment	\$ <u>0.17</u>	\$ <u>.17</u>	per mile	_____
Maintenance Payment	\$ <u>0.07</u>	\$ <u>.07</u>	per mile	_____
<b>VEHICLE LEASE CHARGE</b>		\$ <u>0.24</u>	per mile	_____
<b>MINIMUM LEASE CHARGE</b> (4,000 mi. @ Base Vehicle Lease Rate; may be waived by mutual agreement)		\$ <u>680.00</u>	per month	_____
<b>MAXIMUM DEDUCTIBLE:</b> (Comprehensive / Collision Insurance)		\$ <u>.00</u>		_____

Lessor \_\_\_\_\_  
Express Leasing, LLC  
Ginger Jordan, Manager

Lessee \_\_\_\_\_  
Signature

Date \_\_\_\_\_

## APPENDIX O

### **WUTC Chauffeur Information Request (Tim Pak)**

(Initially due 11-06-07; extended to 12-04-07; second extension to 12-11-07)

- 1) What type of, and how many vehicles do you use?  
a) Include a list of vehicles by type and passenger capacity.

**One full-size Ford Van – Econoline 350 – 10 passenger capacity + driver**

- 2) Do you own, lease or rent the vehicles?  
**Lease the vehicle**

- a) If you rent or lease, from whom do you rent or lease?

**Express Leasing, LLC**

- b) What is the rent or lease amount?

**Lease is mileage-based: \$0.17 per mile driven**

- 3) Does your company maintain the vehicles?

**I am responsible for maintenance of my leased vehicle, though I do not perform the maintenance myself. Please see response to 3a.**

- a) If not, who maintains the vehicles?

**As part of my lease agreement, I pay Express Leasing to do the maintenance. It is my understanding that Express Leasing contracts with Shuttle Express maintenance shop and/or other shops to do the work.**

- b) Who pays for the maintenance of the vehicles?

**I pay Express Leasing for maintenance as part of my lease agreement. For other work outside normal maintenance required, I pay for it directly.**

- c) To whom are bills for maintenance paid?

**I pay Express Leasing seven cents a mile for covered maintenance. It is my understanding that Express Leasing compensates the Shuttle Express Shop for maintenance covered as part of my lease agreement. For other work, I can take my vehicle to the Shuttle Express maintenance shop and they may do the work themselves or outsource the work. Les Schwab (tires), the Renton Midas shop, and Sound Ford are some of the shops used.**

- 4) Do you pay for fuel to operate the vehicles?

**Yes**

- a) If not, who pays for the fuel?

**Not applicable.**

- 5) Is your company identified on the exterior of the vehicle?

**Yes.**

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**Per WAC 480-07-160**

SEADOCs:305731.2

a) If so, how?

**My name and the WUTC charter number are on the side of the vehicle. A photograph is attached.**

b) Is Shuttle Express, Inc., or any other carrier identified on the exterior of the vehicle?

**Yes. Shuttle Express compensates me to advertise their "Limos by Shuttle Express" service.**

6) If you provide charter services, how do you attract or obtain business?

**As a Charter certificate holder, I provide charter services. Most of my charter work is for Shuttle Express, performed under the enclosed contract, since I am just getting started and Shuttle Express is keeping me busy. Next year, however, I may pursue charter services for day-trips.**

a) Provide a copy of any advertisement, website, brochure, flyer or other materials designed to attract or obtain customers.

**I have only advertised by word of mouth. I have begun the process of getting my own business cards by purchasing software that creates business cards.**

7) Do you have a contract with Shuttle Express, Inc. for any reason?

**Yes.**

a) If so, provide a copy of the contract.

**A copy of the "Independent Contractor Agreement (LuxVan)" is enclosed. It is in the process of review, however.**

8) Do you receive compensation from Shuttle Express, Inc. in any way for any reason?

**When I accept a charter offered by Shuttle Express to or from Sea-Tac Airport to transport passengers they have contracted with under their airport certificate, or when I perform point-to-point work offered by Shuttle Express that is under their charter certificate and unrelated to the airport work, I receive a percentage of the rates that they are allowed to charge the passengers under their tariff for providing a vehicle and driver for the transportation. In addition, I receive advertising fees. Please see the attached IC Agreement.**

a) If so, describe the compensation structure and amounts received.

**Please see the attached IC Agreement. I receive 50% of Shuttle Express' tariffed fares as described above. There are other incidental payments as well, as described in the enclosed IC Agreement. Also, as part of my contract with Shuttle Express, I receive a 10% credit to advertise Shuttle Express's Limo service on the side of my vehicle. The copy says: "Limos by Shuttle Express."**

9) Do you compensate Shuttle Express, Inc. in any way for any reason?

**Please see the attached IC Agreement and the answer to Question 8. When I accept a charter offered by Shuttle Express to or from Sea-Tac Airport to transport passengers they have contracted with under their airport certificate, Shuttle Express receives a percentage of the rates that they charge the passengers**

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**Per WAC 480-07-160**

SEADOCs:305731.2

under their tariff for referring business to my company, for my use of their trademarks, and for marketing, reservation, and dispatch services.

a) If so describe the compensation structure and amounts you pay.

**Shuttle Express receives 50% of the fare charged to transport the customers. If, however, I agree to advertise Shuttle Express's Limo services, Shuttle Express receives 40% of the fare charged to transport the customer as a result of my fees for the advertisement. The exact dollar amount varies with the fare, but is based on Shuttle Express' airporter service tariff.**

10) Do you receive any "free" services (such as customer referral, dispatch information, etc.) from Shuttle Express, Inc.? Please identify each "free" service.

**I receive no free services from Shuttle Express, Inc. Please see response to Question 9.**

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Per WAC 480-07-160

SEADOCs:305731.2

Operations

11) Do you have contracts with hotels or other entities to perform charter or other business services?

**Currently, I do not have any contracts independent of my contract with Shuttle Express. Next year, however, I may pursue charter services for day-trips.**

a) If so, provide copies of every contract in effect at any time during September, 2007.

**Not applicable.**

b) Provide copies of every invoice or receipt for any charter or other bus service performed at any time during September, 2007.

**See attached.**

12) Where do you pick up customers (i.e., at SeaTac airport, at their homes, at hotels, at another predetermined stop or at other locations)?

**When Shuttle Express offers me a charter, they relay the information received from the passengers regarding the location or locations to pick up passengers; which include residences, apartment complexes, hotels, airports, public sport centers, businesses, malls, transit centers, ferry terminals, public buildings, cruise ship piers (during cruise ship season), park-and-ride lots, and condominiums.**

a) List every pick-up location for every passenger during September, 2007.

**See attached records that contain the address of every pick-up location.**

13) What is the end destination for your customers (i.e., SeaTac airport, shopping mall or other location)?

**When Shuttle Express offers me a charter, they relay the information received from the passengers regarding the location or locations to drop off the passengers; which include residences, apartment complexes, hotels, airports, public sport centers, businesses, malls, transit centers, ferry terminals, public buildings, cruise ship piers (during cruise ship season), park-and-ride lots, and condominiums.**

a) List every destination location for every passenger during September, 2007.

**See attached records that contain the address of every destination.**

14) Do you have a regular route or schedule (i.e., do you stop at the same places each day and do you stop at them at the same time each day)?

**No.**

a) If so, provide copies of your route and schedule if available, otherwise describe your route and schedule.

**Not applicable.**

b) If not, describe how your routes and schedules vary from day to day.

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Per WAC 480-07-160 SEADOCs:305731.2

**My routes and schedules vary because each pick-up point is different.**

15) How do you charge your customers for providing transportation?

a) Describe your rate structure (i.e., do you charge every customer an amount for transportation on an individual basis or charge a group of customers a single amount for transportation?) Include the amount you charge customers for transportation.

**If I begin performing independent charter work for parties other than Shuttle Express, I plan to charge the charter group a rate which both the group and I agree upon at the time the transportation arrangement is made.**

**For charters I do for Shuttle Express, the customer is charged the Shuttle Express tariff, and I charge Shuttle Express 50% of that tariff rate for my services and another 10% of that tariff rate for advertising the "Limos by Shuttle Express" in accordance with my IC Agreement with Shuttle Express.**

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**Per WAC 480-07-160**

SEADOCS:305731.2

SHUTTLE EXPRESS, INC  
INDEPENDENT CONTRACTOR AGREEMENT (LuxVan)

This Independent Contractor Agreement ("Agreement") is effective this 11 day  
of September, 2007, in the Town of Renton, County of King, and State of Washington,  
by and between Shuttle Express, Inc. ("Company") and  
TIM PAK ("Contractor").

WHEREAS, Company holds the necessary operating authority from the Washington Utilities and Transportation Commission ("WUTC"), the Washington Department of Licensing ("DOL") for Transportation Passenger Operations, and the Port of Seattle Airport (herein referred to as "PORT"); and

WHEREAS, Company has a proprietary marketing and back office systems which are desirable to Contractor; and

WHEREAS, Company holds the right to utilize certain name(s), trademark(s), trade name(s), service mark(s) and phone number(s) and conducts advertising for its own benefit to attract customers for its transportation service (the "licensed property"); and

WHEREAS, Contractor desires to license the name, trademarks, service marks, insignia, colors and color combinations for use in or on Contractor's vehicle (the licensed property) for security and/or identification purposes in accordance with the terms set forth herein; and

WHEREAS, Contractor desires to receive referrals from Company in accordance with the terms and conditions set forth herein;

NOW THEREFORE, the parties agree as follows:

**1. INDEPENDENT CONTRACTOR STATUS OF CONTRACTOR**

(a) By this Agreement, Contractor and Company expressly acknowledge and agree that there does not exist between them the relationship of employer-employee or master-servant, either express or implied. This Agreement is not a contract of employment, hire or apprenticeship. Contractor is a self-employed person engaged in an independently established trade, occupation and business of the same nature as the services Contractor agrees to provide under the terms of this Agreement.

(b) Contractor acknowledges and agrees that as a self-employed person, Contractor is not eligible for Workers' Compensation Insurance from the Company and the Company is not obliged to provide it. Contractor will not be treated as an employee of the Company for any purpose, including, but not limited to, the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, State Workers' Compensation, State Unemployment Insurance, State Disability Insurance, and Federal and/or State income tax withholding at source. Company will not withhold any taxes or make any payment, either federal or state, on behalf of Contractor. Contractor hereby assumes complete responsibility for the payment of self-employment and Federal and State income taxes. Contractor further agrees to obtain at Contractor's sole cost and expense any and all applicable insurance coverages required by the State of Washington, the Washington Utilities and Transportation Commission (DOL), the Port of Seattle (PORT) and/or other regulatory bodies.

Shuttle Express LuxVan I/C Agreement  
Revised 06-14-07

Contractor Initial T.P.

1/17

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Per WAC 480-07-160

(c) If Contractor operates as a partnership or limited liability company (LLC), all Contractors, partners and LLC members (individually and collectively), shall sign and be subject to all portions of this Agreement. If a Contractor enters into an employment relationship with anyone, Contractor shall be solely responsible for setting wages, benefits, hours and working conditions for any such employee; for furnishing at Contractor's own expense during the entire period of this Agreement full and complete Worker's Compensation Insurance coverage for all such employees; for paying all required wages for said employees; for withholding all required taxes and for paying all required contributions with respect to said employees; for complying with all laws relating to Contractor's employees; and for entering into a written employment agreement with such employees that incorporates relevant terms of this Agreement. Contractor agrees to provide Company, prior to assigning or permitting any employee of Contractor to perform any services under the terms of this Agreement, a certificate showing in force the requisite Workers' Compensation Insurance for Contractor's employees and listing Company as a certificate holder to be given notice in the event of termination or cancellation of such coverage.

(d) Contractor shall indemnify and hold Company harmless from any liability resulting from (i) the injury or death of any person driving, repairing, maintaining or otherwise involved in the operation of Contractor's vehicle and/or (ii) Contractor's failure to comply with his/her obligations under this Agreement.

(e) Contractor hereby acknowledges that, except for fees described in Section 7 below, the Contractor is not obligated and shall not pay Company any direct or indirect fees or charges for the privilege or right to enter into or maintain this Agreement or the use of Company's licensed property.

(f) While Contractor is not, and shall not in any manner claim or allege to be, an employee of the Company:

- (1) The Company is the sole holder of all licenses, agreements and/or authorizations with any and all federal, state and other regulatory bodies, except for Contractor requirements under Section 12 herein.
- (2) The Company shall be responsible for and obligated to all applicable regulatory bodies, including but not limited to the Port of Seattle (PORT), the Washington Utilities and Transportation Commission (WUTC), Department of Transportation (DOT), and Washington State Department of Licensing (DOL) to ensure Contractor is fully informed of all applicable rules, regulations and laws.

(g) Contractor agrees to:

- (1) Maintain a separate set of books or records that reflect all items of income and expenses of Contractor's business and provide Company a copy of such books/records on or before the 15<sup>th</sup> day of each month for the previous month.
- (2) File at the appropriate applicable filing periods, a schedule of expenses with the Internal Revenue Service, and file a Schedule C federal income tax return. Contractor agrees to provide Company a copy of such filings no later than ten days after the deadline for filing. If Contractor has filed for an extension of time to file with the Internal Revenue Service, Contractor shall provide Company a copy of the request for extension and shall provide copies of the filings no later than ten days after the expiration of the extension.
- (3) Obtain a unified business identifier number from the state and establish an account with the State Department of Revenue for the payment of all required state taxes, and provide Company proof of compliance with this provision not later than ten days after the execution of this Agreement.

(h) Prior to operating under this Agreement as per PORT regulations and/or DOL RCW 46.72A.090, Contractor shall successfully complete, at contractor's expense, a company approved orientation course which includes but is not limited to (i) All portions of this Agreement, (ii) Customer service standards, and (iii) Defensive driving.

(l) Prior to operating under this Agreement, Contractor agrees to provide Company, at Contractor's expense, written evidence of:

- (1) Current valid Washington Drivers License
- (2) Current DMV 3 year Driving Record
- (3) Current valid DOT Medical Card
- (4) Drug screening with negative result
- (5) Vehicle Insurance in compliance with Paragraph 12 below.
- (6) Washington State L&I Occupational Accident insurance
- (7) W.U.T.C Charter License
- (8) SeaTac Airport Ground Transportation Permit
- (9) Unified Business Identifier (Washington State UBI) registration
- (10) Licenses as required by the Port, DOL, DOT, or WUTC

## 2. USE OF COMPANY TRADEMARKS

(a) Company hereby grants to Contractor the right to use the licensed property in or on Contractor's vehicle during the term of this Agreement and any extension(s) of it.

(b) Contractor agrees that all Company symbols, including but not limited to trade marks, trade names, logos, insignias, colors and color combinations, now and hereafter used by Contractor, are solely and exclusively the property of the Company.

(c) Contractor shall not use Company's name, trade mark, trade name, service mark or phone number in any type advertising without express written permission from the Company.

## 3. TERM

(a) The initial term of this Agreement shall commence upon its effective date and continue for one (1) year unless terminated earlier as provided herein.

(b) This Agreement is renewable from year to year unless thirty (30) days before the termination of any term, either party notifies the other in writing of its intention not to renew this Agreement.

(c) Early termination due to a major breach of this Agreement.

## 4. CONTRACTOR'S DISCRETION

(a) Except as may be required by applicable law and regulations, Contractor will have the absolute discretion of determining the manner and means of accomplishing the performance of services rendered.

(b) Contractor may not utilize Company symbols, insignias, logos, trade identification colors or any other licensed property, while performing any transport service to or from SeaTac International Airport or any other facility which has issued a permit or license to the Company unless Contractor is performing services under this Agreement. Nothing herein prohibits Contractor from performing services that are not restricted by this Agreement.

(c) Contractor may perform services under this Agreement at any time during the term or any extension(s) of it. Further, at Contractor's option, Contractor may elect to perform services during specified time periods mutually agreed to by the parties.

(d) By such agreement Contractor will be entitled to operate at Airport during such specified time periods.

#### 5. CUSTOMER SERVICE STANDARDS

(a) Contractor will receive referrals to transport passengers and/or baggage via Company's reservation and referral center ("Shuttle Express Support Center"). Contractor agrees to comply with applicable port staging area procedures, procedures for efficient use of communication devices (cell phones, pager, radio), and other company operational procedures.

(b) Contractor agrees to abide by all customer service standards which may change from time to time. While operating under this Agreement this includes but is not limited to PORT Ground Transportation Operator's Manual regulations, a copy of which is given to Contractor at the time of execution of this Agreement and when Company is notified by PORT of changes to the manual.

(c) Contractor agrees to inform Company immediately upon the occurrence or knowledge of a customer service complaint, grievance, dispute or criticism of service provided regardless if directed at the Contractor or Company.

(d) Contractor is responsible for performance to the standards of the company and for any refunds for service deficient to both the customer and company.

#### 6. COLLECTION OF CUSTOMER FARES :

(a) Contractor acknowledges that subject to its obligation to pay the Company the Charges described in Section 7, all fares paid by customers ("Customer Fares") when accepting referrals from Company, whether paid to Contractor, in cash or otherwise ("Contractor Collected Fares"), or paid directly to Company, or its affiliates, such as credit card reservations, direct bill accounts or vouchers, shall be and remain the property of the Contractor.

(b) In transporting passengers pursuant to this Agreement, Contractor agrees to charge only those tariffs/fares assigned and approved by Company and no variation is allowed unless authorized by the Company (i.e.: Fuel Surcharge). If Contractor overcharges a passenger and the Company is therefore required to make a refund, Contractor agrees to pay to the Company the amount of the refund paid by the Company. Nothing herein shall limit Contractor's ability to charge different tariffs/fares when Contractor transports passengers outside of this Agreement.

(c) **Contractor Collected Fares** Contractor acknowledges that Contractor Collected Fares shall be deemed to have been received by Contractor and are subject to Charges described in Section 7. Contractor shall be responsible for collecting from customers all Contractor Collected Fares and any applicable tariffs.

(d) **Company Collected Fares** For prepaid reservations such as Credit Card Collected fares, Direct Bill accounts and Vouchers, the Company shall be responsible for collecting Customer Fares. Company collected fares shall be deemed to have been received by Company as agent for the Contractor. Contractor must obtain signed receipts for all prepaid transactions and will forfeit 100% of any fare charged back to the Company, plus any fees levied in connection, if a signed receipt is not obtained.

(e) **Point of Sale Device** Contractor may use a Point of Sale Device (POS), if available, for all Contractor Collected credit card transactions. If a POS Device is available, but not used, (i) Contractor will forfeit 100% of any fare charged back or denied plus any fees levied in connection with such charge back. (ii) Contractor shall pay an additional 5% handling fee on all non-POS credit card charges.

(f) **Customer Service Incident** In the event any Credit Card Collected fare is denied by a customer due to a service incident the Contractor shall bear the loss of fare and processing fees.

(g) **Credit Card Processing** Company shall process credit card charges at no fee to Contractor for all Customer Fares including Contractor Collected Fares unless Contractor elects to do so or fails to use a POS Device as stated in (e) above.

**7. PAYMENT TERMS AND CONDITIONS**

(a) Contractor shall remit to the Company, within 48 hours of the day on which the service is rendered, confirmation of all passengers carried using the invoice process specified in the appropriate Appendix, listing all fares collected each day, both collected by the Contractor and collected by the Company as Contractor's agent, along with an accounting of such Contractor Collected Fares.

(b) In the event the Contractor's Invoices are not delivered to the Company within 48 hours of the day on which the services were rendered, Company may immediately cease referring passengers to Contractor and Contractor will immediately cease operations under this Agreement until the Invoices are delivered to the Company and all fares are reconciled.

(c) Contractor shall be deemed to be in breach of this Agreement and it will be terminated; (i) within 30 days of delivery of notice to Contractor of Contractor's failure to pay on a timely basis any sums stipulated in this Agreement, (ii) within 30 days of delivery of notice to Contractor of Contractor's failure to remit any accurate daily invoice pursuant to Section 7(a), (iii) immediately upon Contractor's submission of an incomplete or inaccurate daily invoice.

(d) Contractor shall pay Company a Commission of the Net Customer Fares and a Reservation Fee as outlined on the appropriate Appendix for use of the Licensed Property and in consideration of the services performed by the Company.

(e) Company may compensate Contractor for accepting Company advertising placed on the vehicle. Such compensation may take the form of percentage points credited off Company's Marketing & Referral fee.

(f) Both parties reserve the right to invoice the other for unexpected or extraordinary costs incurred in connection with providing service for the Company or to the Company's guests.

(g) The Company may offset against the amounts payable to Contractor for any and all amounts owed by Contractor to the Company.

(h) For all work performed from the beginning of the 1<sup>st</sup> day of each month through the end of the 15<sup>th</sup> day of each month, Contractor shall receive financial settlement of charges on the 25<sup>th</sup> of the month. For all work performed from the beginning of the 16<sup>th</sup> day of the month through the end of the last day of each month, Contractor shall receive financial settlement of charges on the 10<sup>th</sup> of the following month. Should the 25<sup>th</sup> or 10<sup>th</sup> day of any month fall on a weekend day or holiday, settlement may be made on the first business day after the 25<sup>th</sup> or 10<sup>th</sup>. Invoices not submitted within 48 hours of the end of a settlement period may not be paid until the following settlement period.

**8. AIRPORT, PORT, WUTC, AND DOL FEES**

(a) Contractor shall pay all direct airport, county licenses, WUTC fees, and DOL fees incurred in the operation of his/her vehicle to or from all airports and ports. On agreement, these fees may be paid through the Company on behalf of the Contractor. Contractor shall submit evidence of such payments to the Company within 30 days of payment.

(b) Contractor acknowledges that airport, Port, WUTC, and DOL fees are subject to change by charging entity. To the extent required by any port or state authority, Contractor appoints Company as its agent for the purpose of negotiation and remission of Contractor's fees to the charging entity.

**9. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL FINANCIAL REPORTING**

(a) Contractor acknowledges that strict compliance with the financial reporting requirements established by any Federal, State, or Local authority is essential to operating under this Agreement. Contractor further understands that the Company, as holder of the necessary operating authorities, is required by law (1) to file an annual report with the DOL and PORT; and (2) to file returns disclosing gross passenger revenues received by all Contractors, and may be required to pay fees in connection with these reports.

(b) In the event of an audit by any overseeing authority of either the Company and/or Contractor, Contractor agrees to make available to the Company all records and documents relating to the operation of the vehicle under this Agreement and to fully cooperate with the Company in preparation and compilation of individual or summary records to be submitted by the Company to the appropriate regulatory body.

(c) Contractor agrees to indemnify the Company for any penalties, assessments or other direct or indirect losses arising out of any failure by Contractor to report gross revenues or other required information to the Company.

#### 10. COMPLIANCE WITH LAW AND GOVERNMENTAL REGULATIONS

(a) Throughout the term of this Agreement and any extension(s) of it, Contractor shall possess and maintain all required licenses, permits and certificates necessary for lawful operation under this Agreement; including but not limited to current Washington driver's license; current vehicle registration, evidence of title to vehicle, charter license if required; and Contractor shall provide Company with current copies of all such licenses, certificates and permits. Contractor shall immediately notify the Company of any change, revocation, suspension, renewal or amendments to any license-permit or certificate.

(b) Contractor and all partners shall comply with all laws and governmental regulations and rules relating to the operation of the vehicle including various port, federal, state, county and municipal statutes and regulations. This includes but is not limited to all portions of DOL Code of Federal Regulations (CFR) regulations, Washington Department of Licensing (DOL) RCW laws relating to Limousine Carriers, applicable Federal Motor Carrier Safety Administration (FMCSA) regulations and Washington State Patrol (WSP) regulations and reviews. These include but are not limited to: (i) submission to and passing of random and scheduled drug and alcohol testing, (ii) passing of DOT approved medical testing, (iii) WSP criminal background check.

(c) Compliance with all hours of service regulations including DOL, 49 CFR, Part 395 specifying (i) Minimum of 8 consecutive hours off after a maximum of 10 hours drive time and/or 15 hours work time. (ii) A maximum of 60 hours work and/or drive time within any 7 consecutive days.

(d) Contractor agrees to adhere at all times to all PORT regulations (Port of Seattle Airport Operations Ground Transportation Operations Manual) which may be revised from time to time.

(e) Contractor agrees to obtain a Port of Seattle Ground Transportation Operating Agreement.

#### 11. VEHICLE SPECIFICATIONS AND MAINTENANCE

(a) Throughout the term of this Agreement and any extension(s) of it, Contractor's vehicle shall be of a certain make and model to be approved by the Port of Seattle and other applicable agencies or insurance carriers in order for Contractor to operate under this Agreement.

(b) Contractor and Contractor's vehicle shall comply with all safety, maintenance and appearance regulations as now exist or as may be amended from time to time. This includes but may not be limited to:

- (i) Daily pre and post trip driver inspection.
- (ii) Periodic inspection at least once per year by a qualified inspector as per DOL 49CFR, part 396 and FMCSA part 396.
- (iii) PORT periodic inspections for cleanliness, proper equipment, good appearance, safe operating condition, violation of any laws and ordinances or PORT rules and regulations.

(c) Contractor agrees that interior and exterior of vehicle shall be thoroughly cleaned at a minimum of once per day and that the vehicle shall remain a non-smoking area at all times as per PORT regulations contained in the PORT Ground Transportation Operator's Manual.

(d) To determine the vehicle's compliance with PORT, WUTC, and insurance requirements, the Company has the right to inspect the vehicle as follows:

- (1) Field inspections conducted daily typically at base or port staging areas.
- (2) Scheduled inspections.

(e) The Company may immediately cease referring customers to Contractor in the event Contractor's vehicle fails to comply with all portions of this section.

Shuttle Express LuxVan I/C Agreement  
Revised 06-14-07

Contractor Initial T.P.

6/17

**CONFIDENTIAL**  
Per WAC 480-07-160

**12. VEHICLE INSURANCE, ACCIDENTS, Etc.**

(a) During the term of this Agreement and any extension(s) of it, Contractor agrees to provide and maintain in full force and effect at Contractor's sole expense policies of automobile insurance approved by the Company having the limits of coverage not less than \$1,500,000 combined single limit (CSL), subject to change upon notice to Contractor, or higher limits of coverage if required by the State of Washington, Port of Seattle, or the WUTC or DOL for commercial auto transportation services.

(b) Such insurance policies will name the Company and others as required as additional insureds and shall provide 30 days' prior written notice to the Company and involved regulatory agencies of any modification, cancellation or expiration. Prior to operating under this Agreement and from time to time as requested by the Company, Contractor will provide evidence satisfactory to the Company that such insurance is in full force and effect.

(c) Contractor, and any partner(s) or LLC members if applicable shall provide evidence of dual coverage and of full compliance with 15(a) and 15(b) prior to operating vehicle.

(d) Contractor's obligation to maintain insurance described here will not be affected in any way by any separate insurance maintained by the Company, nor will the maintenance of any insurance by the Company relieve the Contractor of any obligation under this Agreement.

(e) Current proof of insurance evidencing effective coverage in accordance with this Agreement will be present in the vehicle at all times. Any lapse, termination, cancellation or other interruption of required insurance coverage for any reason will be grounds for the Company's immediate cancellation of this Agreement.

(f) If the Contractor's vehicle is involved in or contributes to any accident ("Accident" defined as "any contact with anything or contacted by anything"), injury or property damage, Contractor agrees that he/she will report it to the Company immediately. Contractor will cooperate fully with the Company and any party(s) it specifies in investigation, settlement or defense. Contractor will submit to the Company copies of any legal papers relating to any accident or legal claim involving any guests, their possessions and/or the vehicle.

(g) Should the Contractor, any partner or employee, receive any citation or notice of violation of any law or regulation in connection with the operation of any vehicle, Contractor, partner or employee shall immediately notify the Company and provide copies of all reports, citations or notices and cooperate fully with the Company in any investigation.

(h) Contractor will indemnify and hold the Company harmless from any claims, damages and liability against the Company resulting from Contractor's noncompliance with his/her insurance obligations under this Agreement or resulting from Contractor's failure to provide notification of an accident as specified by this Agreement.

(i) Contractor agrees to abide by and be subject to the provisions of the material breach section outlined in Appendix C.

(j) Contractor agrees that vehicle shall be equipped with a Drive Cam unit at all times while operating under this Agreement. Contractor agrees to inform Company (download Drive Cam data) for any Drive Cam event within 24 hours of event being recorded on Drive Cam. Tampering in any way with the installation or operation of the Drive Cam unit constitutes a major breach of this Agreement.

(k) As required by insurance carriers, Contractor agrees at contractor's expense to attend safety seminars quarterly at any certified safety institute as certified by the insurance carrier - four (4) times per year. Contractor failing to attend two consecutive quarterly safety seminars will not be offered work until a safety seminar is successfully completed by a certified instructor.

**13. WORKERS' COMPENSATION OR OCCUPATIONAL ACCIDENT INSURANCE**

(a) Contractor agrees to purchase at Contractor's own expense, and to maintain and keep in full force, Contractor's own self-employed occupational accident insurance issued by the State of Washington Department of Labor and Industries.

(b) Contractor agrees to provide the Company with evidence of said protection on a monthly basis.

**14. FORMS OF OWNERSHIP**

(a) A partnership or limited liability company (LLC) may be formed to operate under this Agreement. Any partnership or LLC agreement shall incorporate this Agreement by reference.

(b) Each partner, member of an LLC, or employee of a Contractor must operate under the terms of this Agreement.

**15. CONFIDENTIALITY**

(a) The operations of the Company and identity of the Company's customers are absolutely confidential and a trade secret of the Company. Any disclosure of the identity of Company's customers or the nature of its operations other than as are openly obvious and advertised by the Company to the public constitutes a violation of the Company's trade secret rights and attendant right to confidentiality.

(b) Breach of this confidentiality provision by Contractor or any partner will be grounds for immediate cancellation of this Agreement.

**16. INDEMNIFICATION**

(a) Contractor assumes complete responsibility for the operation of the vehicle and agrees to indemnify and hold the Company and/or all regulatory agencies harmless from and against all claims, demands, liabilities, suits, judgments, awards, damages, losses, expenses, causes of action at law or in equity which are caused by or arise out of the operation of Contractor's vehicle and/or the handling or transportation of passengers, luggage or items by Contractor or any partner during the term of this Agreement or any extension(s) of it. In addition the Contractor will indemnify the Company and/or any regulatory agency for the following:

- 1) Reasonable attorneys' fees, costs and/or expenses of litigation.
- 2) Injury or damage to or loss of property including Contractor's equipment.
- 3) Injury, disease or death of any person.
- 4) Damage to third parties arising out of the theft, destruction or vandalism of Contractor's vehicle.
- 5) Violations of any statutes, laws, ordinances, rules, requirements or regulations.

(b) Contractor expressly agrees that its obligation to indemnify, defend and hold the Company harmless will extend to all instances involving the use or operation of Contractor's vehicle including without limitation to personal or commercial use provided for or not in this Agreement.

**17. NOTICE OF CLAIM OR SUIT**

(a) If a claim is made or suit brought against Contractor arising from Contractor's operations under this Agreement, Contractor agrees to forward immediately to the Company every demand, notice, summons or other process received by Contractor.

**18. ASSISTANCE AND COOPERATION OF CONTRACTOR**

(a) Contractor agrees upon request to cooperate with the Company in the event of a claim or suit by attending hearing and trials and assisting in making statements, securing evidence and obtaining the attendance of witnesses.

**19. ATTORNEY'S FEES**

(a) In the event that the Company is required to institute or defend any action or equity brought against or by Contractor arising out of this Agreement or otherwise, Contractor agrees to pay such amounts as the court shall determine as and for reasonable attorneys' fees for the Company in commencing or defending such action or suit, in addition to any and all costs, expenses, fees and damages.

**20. PRONOUNS**

(a) The pronouns used in this Agreement when referring to the Contractor shall be lawful and binding regardless of whether the Contractor is a partnership, LLC, or individual.

**21. MEDIATION AND ARBITRATION**

(a) If there arises any dispute concerning the terms or implementation of this Agreement, the aggrieved party will give the other party written notice of the dispute describing in reasonable detail the nature of the dispute. Within 20 days after receipt of such notice the receiving party will submit to the other a written response. The notice and response should include a statement of each party's position and a summary of the evidence and arguments supporting its position. The parties will meet at a mutually acceptable time and place within 30 days following the date of the disputing party's notice, and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute. If the controversy has not been resolved within 60 days of the disputing party's notice, or if the party receiving said notice will not meet within 30 days, either party may initiate mediation of the controversy or claim in accordance with the American Arbitration Association ("AAA").

(b) If the controversy has not been resolved pursuant to the mediation process within 60 days of the initiation of the procedure, or if either party will not participate in mediation, the controversy will be settled by arbitration in accordance with Section 21(c) below. Arbitration may not be commenced unless and until the parties have first exhausted the negotiation and mediation process in section 21(a) above.

(c) Except as provided in sections 21(a) and (b), and except as precluded by applicable law, any controversy or claim between the parties arising from or relating to this Agreement or any alleged breach of it, including any issues pertaining to the arbitrability of such controversy or claim and any claim that this Agreement or any part of it is invalid, illegal, or otherwise voidable or void will be submitted to binding arbitration. The arbitrator will have the authority to determine whether a particular dispute or matter is subject to arbitration. Said arbitration will be conducted by AAA in accordance with AAA's rules of Practice and Procedure. Judgment upon any award rendered may be entered in applicable law. Such arbitration will be conducted at AAA's office in Seattle, Washington. The substantive law applied in such arbitration will be Washington law. The arbitration and the party's agreement will be deemed to be self-executing, and if either party fails to appear at any properly-noticed arbitration proceeding, an award may be entered against such party despite said failure to appear.

**22. GOVERNING LAW**

(a) This Agreement will be governed by and construed in accordance with the laws of the State of Washington.  
(b) To the extent permitted by applicable law, the parties hereto waive the provision of any law which prohibits any provision of this Agreement or renders any provision unenforceable in any respect.

**23. SEVERABILITY**

(a) In the event that any portion of this Agreement is found to be invalid or unenforceable, such provision will be considered deleted from the Agreement and will not invalidate the remaining portion.

**24. WAIVER**

(a) No delay in or omission of the exercise of a right, power or remedy accruing to the Company for breach or default by Contractor under this Agreement will impair any such right, power or remedy of the Company, and it will not be construed to be a waiver of any such breach or default, nor will any waiver of any single breach or default be deemed a waiver of any breach or default before or after the occurrence.

(b) Any waiver, permit, or consent or approval of any kind of character on the part of the Company of any provision or condition of this Agreement must be made in writing and will be effective only to the extent specified in such writing. All remedies, either under this Agreement or by law, or otherwise afforded to the Company will be cumulative and alternative.

**25. NOTICES**

(a) Any and all notices required under this Agreement to be given to either party to the other will be deemed to have been given upon personal delivery of the notice or upon the mailing of the notice in a sealed envelope by certified mail to applicable address as follows:

- 1) To the Company at: 800 SW 16<sup>th</sup> Street, Renton, WA 98057
- 2) To Contractor at: address in Appendix A

(b) Contractor agrees to immediately inform Company in writing of any change to information provided in Appendix A: address, phone number, cell phone number, e-mail address, vehicle information. Notice may be sent to Town Car Operations Manager.

**26. BINDING EFFECT**

(a) This Agreement will be binding on the parties, their successors and assigns.

**27. IMPOSSIBLE TO PERFORM**

(a) In the event it becomes impossible for either party to perform under this Agreement due to fire, flood, earthquake, vandalism, arson, court order or bankruptcy, this Agreement will be terminated without liability to the defaulting party.

**28. TERMINATION OF AGREEMENT**

(a) This Agreement may be immediately terminated for major breach in the following manner:

- 1) Immediately, by either party, for the other's major breach of any of the provisions of this Agreement.
- 2) Immediately upon assignment of this Agreement by Contractor, whether voluntary or by operation of law or otherwise, without prior written approval by the Company. Contractor shall not be deemed to have assigned the Agreement merely by hiring or using others to assist Contractor in the performance of the Agreement provided Contractor maintains control and responsibility for those Contractor uses.
- 3) Immediately should any license, permit or certificate required for Owner's operations under this Agreement be suspended, terminated, revoked or interrupted.
- 4) Immediately should Contractor fail to comply with any of the insurance requirements of this Agreement.

- 5) Immediately upon Contractor's driving record becoming unacceptable in accordance with the Safety Program Breach (Appendix C).
- 6) Immediately upon Contractor's failure to provide a vehicle meeting all PORT, WUTC, and insurance requirements under this Agreement.
- 7) Immediately upon Contractor's failure to submit to or pass any scheduled or random drug, alcohol or chemical test required by any local, state or federal agency.
- 8) Immediately upon Contractor's violation of any local, state or federal law, rule or regulations applicable to Contractor's operations pursuant to the terms of this Agreement.
- 9) Immediately upon Contractor's acquiescence or complicity in the use of Contractor's vehicle in connection with any criminal offense.
- 10) Immediately upon Contractor's compromising the safety or security of a passenger, or commission or omission of an act that results in harm or injury to any person or which substantially increased the risk thereof.

(b) It is agreed by the Company and Contractor that any waiver by Company of a right to terminate under this Agreement relating to any particular act, omission or incident, will not constitute a waiver of any other right to terminate under any other provision.

(c) Upon either party serving notice of cancellation or non-renewal, Contractor will upon effective date discontinue all operations under this Agreement and will forthwith return to the Company's premises all Company equipment including but not limited to radio, transceivers, pagers, telephones and all documents containing the Company name or furnished by the Company. Contractor will immediately cease use of Company logo, insignia, trade-marks and service marks.

(d) Should Contractor fail or refuse to make the aforementioned delivery Contractor will pay the Company, forthwith upon written demand, all costs and expenses, including reasonable attorneys' fees incurred by the Company in securing the return of said equipment and documents.

(e) It is agreed that upon cancellation or non-renewal of this Agreement by either party, Contractor at his/her own expense, will immediately modify Contractor's vehicle in a manner that no longer suggests or indicates a connection with the Company. Such modification will include removal of all Company symbols, insignias, logos, trade identification colors, color combinations and operating permits. Proof of such modifications as deemed acceptable by the Company must be provided within 7 days.

(f) Contractor agrees to indemnify and hold harmless the Company and any regulatory agencies for any damages, claims or cost resulting from Contractor's actions or unauthorized use of the licensed property.

(g) All other violations of this Agreement will be a Minor Breach. Two Minor Breaches of the same type in any six month period will constitute a Major Breach. Three Minor Breaches of any kind within any six month period will constitute a Major Breach. Company shall give Contractor a written notice of minor breach and Contractor shall have five (5) calendar days to remedy the breach or advise Company, in writing, how Contractor intends to remedy or prevent further breaches of the same nature. Failure of Contractor to remedy the minor breach or provide Company written notice of the remedy to prevent further breaches of the same nature shall constitute a major breach of this agreement.

## 29. NOTIFICATIONS

(a) The Company has the right upon termination or expiration of this Agreement to notify all applicable regulatory agencies that the Contractor is no longer operating under this Agreement and no longer has the rights to operate under the Company's name or marks or operating authority.

**30. ENTIRE AGREEMENT**

(a) This written Agreement and its appendices constitute the entire Agreement between Contractor and the Company. There are no other representations, condition, warranties, guaranties or collateral agreements, expressed or implied, statutory or otherwise, concerning this Agreement or the obligations of Contractor or the Company to each other.

(b) This contract supersedes any previous Independent Contractor Agreements between Contractor and Company. Any prior representations, conditions or agreements between the parties are expressly revoked. Contractor and the Company each warrant that neither has been induced to enter this Agreement by any such matters. This Agreement may not be modified except as provided herein or by other express written agreement of the parties.

~~CONTRACTOR ACKNOWLEDGES THAT CONTRACTOR HAS CAREFULLY READ, UNDERSTANDS AND AGREES WITH ALL THE TERMS OF THIS AGREEMENT, AND THAT IN EXECUTING THIS AGREEMENT HAS HAD THE OPPORTUNITY TO RELY ON LEGAL ADVICE FROM AN INDEPENDENT ATTORNEY OF CONTRACTOR'S CHOICE SO THAT THE TERMS OF THIS AGREEMENT AND THEIR CONSEQUENCES COULD HAVE BEEN FULLY EXPLAINED TO CONTRACTOR BY AN ATTORNEY, AND HAS EITHER OBTAINED SUCH INDEPENDENT COUNSEL, OR FREELY, VOLUNTARILY AND KNOWINGLY WAIVES SUCH RIGHT.~~

Executed on this 11 day of September, 2007

CONTRACTOR'S SIGNATURE

By: [Signature]

Timothy Pak  
Printed Name

Shuttle Express, Inc. SIGNATURE:

By: [Signature]

STEVE SALINS  
Printed Name

MGR / TOWN CAR OPERATIONS  
Title

APPENDIX A

Independent Contractor: Please write, in your own handwriting, the following:

I, Timothy Pak (insert your name), have read this Agreement and wish to provide services as an Independent Contractor to Shuttle Express, Inc.

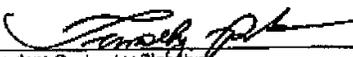
I, Timothy Pak, have read this agreement and wish to provide service as an Independent Contractor to Shuttle Express, Inc.

I acknowledge that I am not an employee of Shuttle Express, Inc., and agree that, as an Independent Contractor, I am not entitled to either Worker's Compensation or Unemployment Compensation Benefits.

I acknowledge that I am not an Employee of Shuttle Express, Inc. and agree that, as an Independent Contractor, I am not entitled to either Worker's Compensation or Unemployment Compensation Benefits.

I am self-employed and I am responsible for my own taxes.

I am self-employed and I am responsible for my own taxes.

  
Independent Contractor Signature

9/11/07  
Date

APPENDIX B

Contractor's Name: Pat Timothy C.  
Last First Middle

Home Address: 1116 208th St. Ct. E.  
Address Unit or Apt. #

Graham WA 98338  
City State ZIP

Home Phone: 2531875-8313

Cell Phone: 253 255-5353

E-mail: tim@sharp-image.com

Independent Contractor agrees to make Shuttle Express Town Car Operations Manager aware of any changes in the information listed above within 24 hours of the change.

via e-mail: sealings@shuttleexpress.net  
 via phone: 425-981-7013  
 via FAX: 425-981-7071

**CONFIDENTIAL**  
Per WAC 480-07-160

**APPENDIX C SAFETY BREACH (Major and Minor Breaches)**

Within Time Period of	Behavior / Event	Action
1 month	3 preventable Drive Cam events	Minor Breach
	5 preventable Drive Cam events	Major Breach
3 months	13 preventable Drive Cam events	Major Breach
12 months	1 preventable collision	Minor Breach
	1 moving violation – including photo enforcement	
	1 unacceptable observation or ride	
	2 independent verified safety complaints	
12 months	2 preventable collisions	Major Breach
	2 moving violations – including photo enforcement	
	2 unacceptable observations or rides	
	3 independent verified safety complaints	
24 months	2 preventable collisions	Minor Breach
	2 moving violations – including photo enforcement	
	2 unacceptable observations or rides	
	4 independent verified safety complaints	
24 months	3 preventable collisions	Major Breach
36 months	4 preventable collisions	Major Breach
	3 moving violations – including photo enforcement	
	3 unacceptable observations or rides	
	6 independent verified safety complaints	
Anytime	Unreported collision or moving violation	Major Breach
Anytime	DUI / DWI conviction	Major Breach
Anytime	Falsification of Invoice record-of-duty status (log) Tampering with any safety device	Major Breach
Anytime	Positive drug test or refusal to take test	Major Breach
Anytime	Violation of Safety Agreement element*	Minor Breach
Anytime	*Exception: Seat Belt not worn by everyone in a moving vehicle	Major Breach
Anytime	Serious moving violation as defined by CMVSA*	Major Breach
	Speeding – 15 mph or more over limit	
	Reckless driving	
	Disobeying stop sign or traffic signal	
	Improper lane change	
	Following too close	
	Aggressive driving	
Preventable collision involving the above or irresponsible behavior :		

\*Federal Motor Carrier Safety Regulation – Commercial Motor Vehicle Safety Act

## APPENDIX D

## CUSTOMER SERVICE STANDARDS

1. **Port of Seattle (PORT) Standards:** Contractor agrees to comply with all standards issued by the Port of Seattle, which are incorporated herein by this reference, applicable to Contractor's operations under this Agreement. Contractor hereby acknowledges receipt of the Port of Seattle "Ground Transportation Operator's Manual."
2. **Identification Badge:** Contractor agrees to prominently display an identification badge issued by Company in accordance with PORT standards, on outer garment above waist, all times while performing services under the terms of this Agreement.
3. **Scheduling:** To ensure customer service needs and to maximize Contractor's revenue, Shuttle Express Support Center will periodically advise Contractor of the days and hours services of independent contractors are needed. Upon receipt of the Center's notification of available times, the Contractor will have 24 hours to negotiate and sign an "Available Working Time Agreement" setting forth the dates and times the Contractor agrees to be available for service. Once Contractor has committed to availability for specific days and hours, Contractor is responsible for the days and hours committed. Contractor shall provide Company Support Center not less than one week notice of any change in the independent contractor's availability as agreed to by Contractor. A failure of Contractor to be available on a date and time agreed to by Contractor and the failure of Contractor to arrange for a replacement or substitute shall constitute a minor breach of the agreement.
4. **Vehicle:** Clean inside and out when boarding each party. Interior shall be maintained in a tidy and uncluttered manner. Interior and exterior of vehicle shall be thoroughly cleaned at a minimum of once per day. The vehicle shall remain a non-smoking area at all times.

**APPENDIX E**

**Independent Contractor Paid Charges**

Independent Contractor agrees to pay the Company:

Item	Rate	Contract Obligation	Frequency	Contractor Initial
Base Marketing & Referral Fee	<u>50</u> %	<u>50</u> %	% of Customer Fares (as per Section B)	<u>TP</u>
Vehicle Advertising Credit	<u>-10</u> %	<u>[-10]</u> %	10 percentage points credit	<u>TP</u>
<b>NET MARKETING &amp; REFERRAL FEE</b>		<u>40</u> %		<u>TP</u>
Reservation Fee	\$ 1.00	\$ <u>1.00</u>	per Reservation	<u>TP</u>
Point-of-Sale (Credit Card) Unit	Market Rate	\$ <u>when known</u>	per Settlement Period	<u>TP</u>
Drive Cam	\$ 7.00	\$ <u>7.00</u>	per Settlement Period	<u>TP</u>
Company Fuel	\$= 0.05	\$ <u>0.05</u>	above Company bulk rate	<u>TP</u>
Orientation (as needed)	\$ 12.00	\$ <u>12.00</u>	per Hour	<u>TP</u>
Recurrent Safety Seminars	\$ 10:00 \$ 30:00	\$ <u>10.00</u> \$ <u>30.00</u>	per Hour (Group) per Hour (Individual)	<u>TP</u>
Modular Certification Seminars	Market Value		(varies w/ Seminar)	<u>TP</u>

Shuttle Express, Inc.:

*Steve Salins*  
Signature

STEVE SALINS  
Printed Name

9-11-07  
Date

Independent Contractor

*Timothy P. K.*  
Signature

Timothy P. K.  
Printed Name

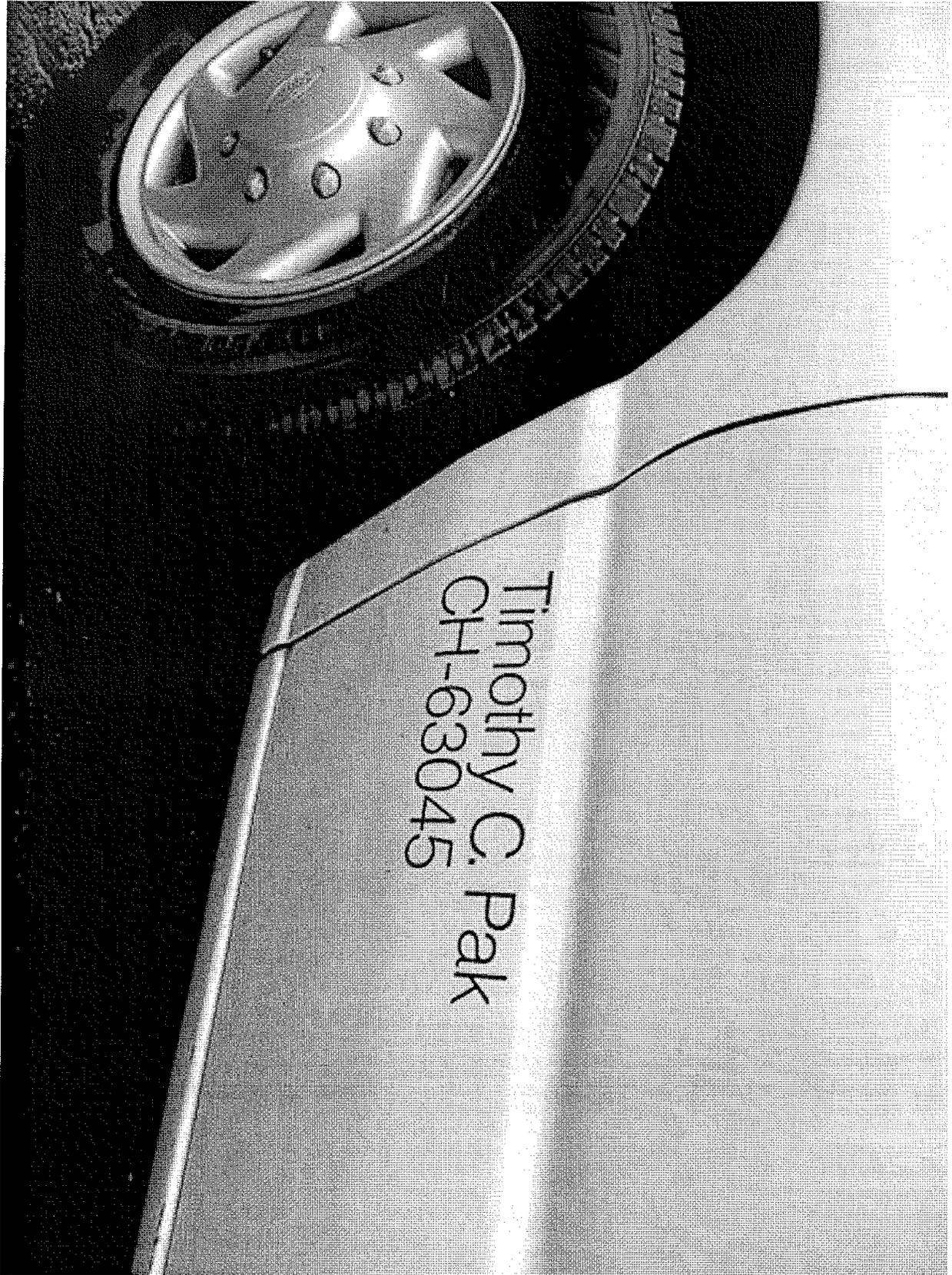
9/11/07  
Date

Shuttle Express LuxVan I/C Agreement  
Revised 06-14-07

17/17

Contractor Initial TP

**CONFIDENTIAL**  
Per WAC 480-07-160



# APPENDIX P

Steve Reeves

**WUTC Chauffeur Information Request: (Steve Reeves)**

(Initially due 11-06-07; extended to 12-04-07; second extension to 12-11-07)

1) What type of, and how many vehicles do you use?

a) Include a list of vehicles by type and passenger capacity.

**One full-size Ford Van – Econoline 350 – 10 passenger capacity + driver**

2) Do you own, lease or rent the vehicles?

**Lease the vehicle**

a) If you rent or lease, from whom do you rent or lease?

**Express Leasing, LLC**

b) What is the rent or lease amount?

**Lease is mileage-based: \$0.17 per mile driven**

3) Does your company maintain the vehicles?

**I am responsible for maintenance of my leased vehicle, though I do not perform the maintenance myself. Please see response to 3a.**

a) If not, who maintains the vehicles?

**As part of my lease agreement, I pay Express Leasing to do the maintenance. It is my understanding that Express Leasing contracts with Shuttle Express maintenance shop and/or other shops to do the work.**

b) Who pays for the maintenance of the vehicles?

**I pay Express Leasing for maintenance as part of my lease agreement. For other work outside normal maintenance required, I pay for it directly.**

c) To whom are bills for maintenance paid?

**I pay Express Leasing seven cents a mile for covered maintenance. It is my understanding that Express Leasing compensates the Shuttle Express Shop for maintenance covered as part of my lease agreement. For other work, I can take my vehicle to the Shuttle Express maintenance shop and they may do the work themselves or outsource the work. Les Schwab (tires), the Renton Midas shop, and Sound Ford are some of the shops used.**

4) Do you pay for fuel to operate the vehicles?

**Yes**

a) If not, who pays for the fuel?

**Not applicable.**

5) Is your company identified on the exterior of the vehicle?

**Yes.**

**CONFIDENTIAL**  
**Per WAC 480-07-160**

SEADOCs:305723.3

a) If so, how?

**My name and the WUTC charter number are on the side of the vehicle. A photograph is attached.**

b) Is Shuttle Express, Inc., or any other carrier identified on the exterior of the vehicle?

**Yes. Shuttle Express compensates me to advertise their "Limos by Shuttle Express" service.**

6) If you provide charter services, how do you attract or obtain business?

**As a Charter certificate holder, I provide charter services. Most of my charter work is for Shuttle Express and performed under the enclosed contract because I am just getting started and Shuttle Express is keeping me busy. In January, however, I may begin pursuing charter services for the school districts, and more specifically, with the gymnastics team.**

a) Provide a copy of any advertisement, website, brochure, flyer or other materials designed to attract or obtain customers.

**Currently, I do not have any types of advertisements, but plan to get business cards and eventually have other advertising.**

7) Do you have a contract with Shuttle Express, Inc. for any reason?

**Yes.**

a) If so, provide a copy of the contract.

**A copy of the "Independent Contractor Agreement (LuxVan)" is enclosed. It is in the process of review, however.**

8) Do you receive compensation from Shuttle Express, Inc. in any way for any reason?

**When I accept a charter offered by Shuttle Express to or from Sea-Tac Airport to transport passengers they have contracted with under their airporter certificate, or when I perform point-to-point work offered by Shuttle Express that is under their charter certificate and unrelated to the airport work, I receive a percentage of the rates that they are allowed to charge the passengers under their tariff for providing a vehicle and driver for the transportation. In addition, I receive advertising fees. Please see the attached IC Agreement.**

a) If so, describe the compensation structure and amounts received.

**Please see the attached IC Agreement. I receive 50% of Shuttle Express' tariffed fares as described above. There are other incidental payments as well, as described in the enclosed IC Agreement. Also, as part of my contract with Shuttle Express, I receive a 10% credit to advertise Shuttle Express's Limo service on the side of my vehicle. The copy says: "Limos by Shuttle Express."**

9) Do you compensate Shuttle Express, Inc. in any way for any reason?

**Please see the attached IC Agreement and the answer to Question 8. When I accept a charter offered by Shuttle Express to or from Sea-Tac Airport to transport passengers they have contracted with under their airporter certificate, Shuttle Express receives a percentage of the rates that they charge the passengers under their tariff for referring business to my company, for my use of their trademarks, and for marketing, reservation, and dispatch services.**

**CONFIDENTIAL**  
**Per WAC 480-07-160**

SEADOCS:305723.3

a) If so describe the compensation structure and amounts you pay.

**Shuttle Express receives 50% of the fare charged to transport the customers. If, however, I agree to advertise Shuttle Express's Limo services, Shuttle Express receives 40% of the fare charged to transport the customer as a result of my fees for the advertisement. The exact dollar amount varies with the fare, but is based on Shuttle Express' airporter service tariff.**

10) Do you receive any "free" services (such as customer referral, dispatch information, etc.) from Shuttle Express, Inc.? Please identify each "free" service.

**I receive no free services from Shuttle Express, Inc. Please see response to Question 9.**

**CONFIDENTIAL**  
Per WAC 480-07-160

SEADOCS:305723.3

Operations

11) Do you have contracts with hotels or other entities to perform charter or other business services?

**Currently, I do not have any contracts independent of my contract with Shuttle Express. In January, however, I may begin pursuing charter services for the school districts, and more specifically, with the gymnastics team.**

a) If so, provide copies of every contract in effect at any time during September, 2007.

**Not applicable.**

b) Provide copies of every invoice or receipt for any charter or other bus service performed at any time during September, 2007.

**See attached.**

12) Where do you pick up customers (i.e., at SeaTac airport, at their homes, at hotels, at another predetermined stop or at other locations)?

**When Shuttle Express offers me a charter, they relay the information received from the passengers regarding the location or locations to pick up passengers; which include residences, apartment complexes, hotels, airports, public sport centers, businesses, malls, transit centers, ferry terminals, public buildings, cruise ship piers (during cruise ship season), park-and-ride lots, and condominiums.**

a) List every pick-up location for every passenger during September, 2007.

**See attached records that contain the address of every pick-up location.**

13) What is the end destination for your customers (i.e., SeaTac airport, shopping mall or other location)?

**When Shuttle Express offers me a charter, they relay the information received from the passengers regarding the location or locations to drop off the passengers; which include residences, apartment complexes, hotels, airports, public sport centers, businesses, malls, transit centers, ferry terminals, public buildings, cruise ship piers (during cruise ship season), park-and-ride lots, and condominiums.**

a) List every destination location for every passenger during September, 2007.

**See attached records that contain the address of every destination.**

14) Do you have a regular route or schedule (i.e., do you stop at the same places each day and do you stop at them at the same time each day)?

**No.**

a) If so, provide copies of your route and schedule if available, otherwise describe your route and schedule.

**Not applicable.**

**CONFIDENTIAL**  
Per WAC 480-07-160  
SEADOCs:305723.3

b) If not, describe how your routes and schedules vary from day to day.

**Shuttle Express's needs vary widely and so does the work I accept from them, both as to time and destination. Every day is different.**

15) How do you charge your customers for providing transportation?

a) Describe your rate structure (i.e., do you charge every customer an amount for transportation on an individual basis or charge a group of customers a single amount for transportation?) Include the amount you charge customers for transportation.

**If I begin performing independent charter work for parties other than Shuttle Express, I plan to charge the charter group a rate which both the group and I agree upon at the time the transportation arrangement is made.**

**For charters I do for Shuttle Express, the customer is charged the Shuttle Express tariff, and I charge Shuttle Express 50% of that tariff rate for my services and another 10% of that tariff rate for advertising the "Limos by Shuttle Express" in accordance with my IC Agreement with Shuttle Express.**

**CONFIDENTIAL**  
**Per WAC 480-07-160**

SEADOCS:305723.3

# Gurjeet Gill

## WUTC Chauffeur Information Request (Gurjeet Gill)

(Initially due 11-06-07; extended to 12-04-07; second extension to 12-11-07)

- 1) What type of, and how many vehicles do you use? ----  
a) Include a list of vehicles by type and passenger capacity.

**One full-size Ford Van – Econoline 350 – 10 passenger capacity + driver**

- 2) Do you own, lease or rent the vehicles?  
**Lease the vehicle**

- a) If you rent or lease, from whom do you rent or lease?

**Express Leasing, LLC**

- b) What is the rent or lease amount?

**Lease is mileage-based: \$0.17 per mile driven**

- 3) Does your company maintain the vehicles?

**I am responsible for maintenance of my leased vehicle, though I do not perform the maintenance myself. Please see response to 3a.**

- a) If not, who maintains the vehicles?

**As part of my lease agreement, I pay Express Leasing to do the maintenance. It is my understanding that Express Leasing contracts with Shuttle Express maintenance shop and/or other shops to do the work.**

- b) Who pays for the maintenance of the vehicles?

**I pay Express Leasing for maintenance as part of my lease agreement. For other work outside normal maintenance required, I pay for it directly.**

- c) To whom are bills for maintenance paid?

**I pay Express Leasing seven cents a mile for covered maintenance. It is my understanding that Express Leasing compensates the Shuttle Express Shop for maintenance covered as part of my lease agreement. For other work, I can take my vehicle to the Shuttle Express maintenance shop and they may do the work themselves or outsource the work. Les Schwab (tires), the Renton Midas shop, and Sound Ford are some of the shops used.**

- 4) Do you pay for fuel to operate the vehicles?

**Yes**

- a) If not, who pays for the fuel?

**Not applicable.**

- 5) Is your company identified on the exterior of the vehicle?

**Yes.**

**CONFIDENTIAL**  
**Per WAC 480-07-160**

SEADOCs:305728.2

a) If so, how?

**My name and the WUTC charter number are on the side of the vehicle. A photograph is attached.**

b) Is Shuttle Express, Inc., or any other carrier identified on the exterior of the vehicle?

**Yes. Shuttle Express compensates me to advertise their "Limos by Shuttle Express" service.**

6) If you provide charter services, how do you attract or obtain business?

**As a Charter certificate holder, I provide charter services. Most of my charter work is for Shuttle Express, performed under the enclosed contract, since I am just getting started and Shuttle Express is keeping me busy. In the future, I may pursue charter services for skiers and/or senior citizens.**

a) Provide a copy of any advertisement, website, brochure, flyer or other materials designed to attract or obtain customers.

**I do not have any advertisements.**

7) Do you have a contract with Shuttle Express, Inc. for any reason?

**Yes.**

a) If so, provide a copy of the contract.

**A copy of the "Independent Contractor Agreement (LuxVan)" is enclosed. It is in the process of review, however.**

8) Do you receive compensation from Shuttle Express, Inc. in any way for any reason?

**When I accept a charter offered by Shuttle Express to or from Sea-Tac Airport to transport passengers they have contracted with under their airporter certificate, or when I perform point-to-point work offered by Shuttle Express that is under their charter certificate and unrelated to the airport work, I receive a percentage of the rates that they are allowed to charge the passengers under their tariff for providing a vehicle and driver for the transportation. In addition, I receive advertising fees. Please see the attached IC Agreement.**

a) If so, describe the compensation structure and amounts received.

**Please see the attached IC Agreement. I receive 50% of Shuttle Express' tarified fares as described above. There are other incidental payments as well, as described in the enclosed IC Agreement. Also, as part of my contract with Shuttle Express, I receive a 10% credit to advertise Shuttle Express's Limo service on the side of my vehicle. The copy says: "Limos by Shuttle Express."**

9) Do you compensate Shuttle Express, Inc. in any way for any reason?

**Please see the attached IC Agreement and the answer to Question 8. When I accept a charter offered by Shuttle Express to or from Sea-Tac Airport to transport passengers they have contracted with under their airporter certificate, Shuttle Express receives a percentage of the rates that they charge the passengers under their tariff for referring business to my company, for my use of their trademarks, and for marketing, reservation, and dispatch services.**

**CONFIDENTIAL**  
**Per WAC 480-07-160**

SEADOCS:305728.2

a) If so describe the compensation structure and amounts you pay.

**Shuttle Express receives 50% of the fare charged to transport the customers. If, however, I agree to advertise Shuttle Express's Limo services, Shuttle Express receives 40% of the fare charged to transport the customer as a result of my fees for the advertisement. The exact dollar amount varies with the fare, but is based on Shuttle Express' airporter service tariff.**

10) Do you receive any "free" services (such as customer referral, dispatch information, etc.) from Shuttle Express, Inc.? Please identify each "free" service.

**I receive no free services from Shuttle Express, Inc. Please see response to Question 9.**

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**CONFIDENTIAL**  
**Per WAC 480-07-160**

SEADOCS:305728.2

Operations

11) Do you have contracts with hotels or other entities to perform charter or other business services?

**Currently, I do not have any contracts independent of my contract with Shuttle Express. If my workload ever slowed, however, I would pursue charter services for skiers and/or senior citizens.**

a) If so, provide copies of every contract in effect at any time during September, 2007.

**Not applicable.**

b) Provide copies of every invoice or receipt for any charter or other bus service performed at any time during September, 2007.

**See attached.**

12) Where do you pick up customers (i.e., at SeaTac airport, at their homes, at hotels, at another predetermined stop or at other locations)?

**When Shuttle Express offers me a charter, they relay the information received from the passengers regarding the location or locations to pick up passengers; which include residences, apartment complexes, hotels, airports, public sport centers, businesses, malls, transit centers, ferry terminals, public buildings, cruise ship piers (during cruise ship season), park-and-ride lots, and condominiums.**

a) List every pick-up location for every passenger during September, 2007.

**See attached records that contain the address of every pick-up location.**

13) What is the end destination for your customers (i.e., SeaTac airport, shopping mall or other location)?

**When Shuttle Express offers me a charter, they relay the information received from the passengers regarding the location or locations to drop off the passengers; which include residences, apartment complexes, hotels, airports, public sport centers, businesses, malls, transit centers, ferry terminals, public buildings, cruise ship piers (during cruise ship season), park-and-ride lots, and condominiums.**

a) List every destination location for every passenger during September, 2007.

**See attached records that contain the address of every destination.**

14) Do you have a regular route or schedule (i.e., do you stop at the same places each day and do you stop at them at the same time each day)?

**No.**

a) If so, provide copies of your route and schedule if available, otherwise describe your route and schedule.

**Not applicable.**

b) If not, describe how your routes and schedules vary from day to day.

**CONFIDENTIAL**  
Per WAC 480-07-160 SEADOCs:305728.2

**My routes and schedules vary because I travel throughout King, Snohomish, and Pierce County.**

15) How do you charge your customers for providing transportation?

a) Describe your rate structure (i.e., do you charge every customer an amount for transportation on an individual basis or charge a group of customers a single amount for transportation?) Include the amount you charge customers for transportation.

**If I begin performing independent charter work for parties other than Shuttle Express, I plan to charge the charter group a rate which both the group and I agree upon at the time the transportation arrangement is made.**

**For charters I do for Shuttle Express, the customer is charged the Shuttle Express tariff, and I charge Shuttle Express 50% of that tariff rate for my services and another 10% of that tariff rate for advertising the "Limos by Shuttle Express" in accordance with my IC Agreement with Shuttle Express.**

**CONFIDENTIAL**  
**Per WAC 480-07-160**

SEADOCS:305728.2

**Charles Eagan**

**WUTC Chauffeur Information Request (Charles Eagan)**

(Initially due 11-06-07; extended to 12-04-07; second extension to 12-11-07)

- 1) What type of, and how many vehicles do you use?  
a) Include a list of vehicles by type and passenger capacity.

**One full-size Ford Van – Econoline 350 – 10 passenger capacity + driver**

- 2) Do you own, lease or rent the vehicles?

**Lease the vehicle**

- a) If you rent or lease, from whom do you rent or lease?

**Express Leasing, LLC**

- b) What is the rent or lease amount?

**Lease is mileage-based: \$0.17 per mile driven**

- 3) Does your company maintain the vehicles?

**I am responsible for maintenance of my leased vehicle, though I do not perform the maintenance myself. Please see response to 3a.**

- a) If not, who maintains the vehicles?

**As part of my lease agreement, I pay Express Leasing to do the maintenance. It is my understanding that Express Leasing contracts with Shuttle Express maintenance shop and/or other shops to do the work.**

- b) Who pays for the maintenance of the vehicles?

**I pay Express Leasing for maintenance as part of my lease agreement. For other work outside normal maintenance required, I pay for it directly.**

- c) To whom are bills for maintenance paid?

**I pay Express Leasing seven cents a mile for covered maintenance. It is my understanding that Express Leasing compensates the Shuttle Express Shop for maintenance covered as part of my lease agreement. For other work, I can take my vehicle to the Shuttle Express maintenance shop and they may do the work themselves or outsource the work. Les Schwab (tires), the Renton Midas shop, and Sound Ford are some of the shops used.**

- 4) Do you pay for fuel to operate the vehicles?

**Yes**

- a) If not, who pays for the fuel?

**Not applicable.**

- 5) Is your company identified on the exterior of the vehicle?

**Yes.**

- a) If so, how?

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**Per WAC 480-07-160**

SEADOCS:305730.2

My company's name "C&S Services, LLC" and the WUTC charter number are on the side of the vehicle. A photograph is attached.

b) Is Shuttle Express, Inc., or any other carrier identified on the exterior of the vehicle?

Yes. Shuttle Express compensates me to advertise their "Limos by Shuttle Express" service.

6) If you provide charter services, how do you attract or obtain business?

As a Charter certificate holder, I provide charter services. Most of my charter work is for Shuttle Express, performed under the enclosed contract, since I am just getting started and Shuttle Express is keeping me busy. In the spring or summer, however, I may pursue charter services for wine tours.

a) Provide a copy of any advertisement, website, brochure, flyer or other materials designed to attract or obtain customers.

I currently have business cards. The cards contain my name and phone number on the front. Information for Shuttle Express is on the back. See attached copy.

7) Do you have a contract with Shuttle Express, Inc. for any reason?

Yes.

a) If so, provide a copy of the contract.

A copy of the "Independent Contractor Agreement (LuxVan)" is enclosed. It is in the process of review, however.

8) Do you receive compensation from Shuttle Express, Inc. in any way for any reason?

When I accept a charter offered by Shuttle Express to or from Sea-Tac Airport to transport passengers they have contracted with under their airporter certificate, or when I perform point-to-point work offered by Shuttle Express that is under their charter certificate and unrelated to the airport work, I receive a percentage of the rates that they are allowed to charge the passengers under their tariff for providing a vehicle and driver for the transportation. In addition, I receive advertising fees. Please see the attached IC Agreement.

a) If so, describe the compensation structure and amounts received.

Please see the attached IC Agreement. I receive 50% of Shuttle Express' tariffed fares as described above. There are other incidental payments as well, as described in the enclosed IC Agreement. Also, as part of my contract with Shuttle Express, I receive a 10% credit to advertise Shuttle Express's Limo service on the side of my vehicle. The copy says: "Limos by Shuttle Express."

9) Do you compensate Shuttle Express, Inc. in any way for any reason?

Please see the attached IC Agreement and the answer to Question 8. When I accept a charter offered by Shuttle Express to or from Sea-Tac Airport to transport passengers they have contracted with under their airporter certificate, Shuttle Express receives a percentage of the rates that they charge the passengers under their tariff for referring business to my company, for my use of their trademarks, and for marketing, reservation, and dispatch services.

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Per WAC 480-07-160

SEADOCS:305730.2

a) If so describe the compensation structure and amounts you pay.

**Shuttle Express receives 50% of the fare charged to transport the customers. If, however, I agree to advertise Shuttle Express's Limo services, Shuttle Express receives 40% of the fare charged to transport the customer as a result of my fees for the advertisement. The exact dollar amount varies with the fare, but is based on Shuttle Express' airporter service tariff.**

10) Do you receive any "free" services (such as customer referral, dispatch information, etc.) from Shuttle Express, Inc.? Please identify each "free" service.

**I receive no free services from Shuttle Express, Inc. Please see response to Question 9.**

**CONFIDENTIAL**  
**Per WAC 480-07-160**

SEADOCS:305730.2

**Operations**

11) Do you have contracts with hotels or other entities to perform charter or other business services?

**Currently, I do not have any contracts independent of my contract with Shuttle Express. In the future, I may pursue charter services for wine tours.**

a) If so, provide copies of every contract in effect at any time during September, 2007.

**Not applicable.**

b) Provide copies of every invoice or receipt for any charter or other bus service performed at any time during September, 2007.

**See attached.**

12) Where do you pick up customers (i.e., at SeaTac airport, at their homes, at hotels, at another predetermined stop or at other locations)?

**When Shuttle Express offers me a charter, they relay the information received from the passengers regarding the location or locations to pick up passengers; which include residences, apartment complexes, hotels, airports, public sport centers, businesses, malls, transit centers, ferry terminals, public buildings, cruise ship piers (during cruise ship season), park-and-ride lots, and condominiums.**

a) List every pick-up location for every passenger during September, 2007.

**See attached records that contain the address of every pick-up location.**

13) What is the end destination for your customers (i.e., SeaTac airport, shopping mall or other location)?

**When Shuttle Express offers me a charter, they relay the information received from the passengers regarding the location or locations to drop off the passengers; which include residences, apartment complexes, hotels, airports, public sport centers, businesses, malls, transit centers, ferry terminals, public buildings, cruise ship piers (during cruise ship season), park-and-ride lots, and condominiums.**

a) List every destination location for every passenger during September, 2007.

**See attached records that contain the address of every destination.**

14) Do you have a regular route or schedule (i.e., do you stop at the same places each day and do you stop at them at the same time each day)?

**No.**

a) If so, provide copies of your route and schedule if available, otherwise describe your route and schedule.

**Not applicable.**

b) If not, describe how your routes and schedules vary from day to day.

**My routes and schedules vary from run to run. I go different place every day.**

**CONFIDENTIAL**  
**Per WAC 480-07-160**

SEADOCS:305730.2

15) How do you charge your customers for providing transportation?

a) Describe your rate structure (i.e., do you charge every customer an amount for transportation on an individual basis or charge a group of customers a single amount for transportation?) Include the amount you charge customers for transportation.

**If I begin performing independent charter work for parties other than Shuttle Express, I plan to charge the charter group a rate which both the group and I agree upon at the time the transportation arrangement is made.**

**For charters I do for Shuttle Express, the customer is charged the Shuttle Express tariff, and I charge Shuttle Express 50% of that tariff rate for my services and another 10% of that tariff rate for advertising the "Limos by Shuttle Express" in accordance with my IC Agreement with Shuttle Express.**

**CONFIDENTIAL**  
**Per WAC 480-07-160**

SEADOCs:305730.2

**Randy Leach**

**WUTC Chauffeur Information Request (Randy Leach)**

(Initially due 11-06-07; extended to 12-04-07; second extension to 12-11-07)

- ) What type of, and how many vehicles do you use?
  - a) Include a list of vehicles by type and passenger capacity.

**One full-size Ford Van – Econoline 350 – 10 passenger capacity + driver**

- 2) Do you own, lease or rent the vehicles?

**Lease the vehicle**

- a) If you rent or lease, from whom do you rent or lease?

**Express Leasing, LLC**

- b) What is the rent or lease amount?

**Lease is mileage-based: \$0.17 per mile driven**

- 3) Does your company maintain the vehicles?

**I am responsible for maintenance of my leased vehicle, though I do not perform the maintenance myself. Please see response to 3a.**

- a) If not, who maintains the vehicles?

**As part of my lease agreement, I pay Express Leasing to do the maintenance. It is my understanding that Express Leasing contracts with Shuttle Express maintenance shop and/or other shops to do the work.**

- b) Who pays for the maintenance of the vehicles?

**I pay Express Leasing for maintenance as part of my lease agreement. For other work outside normal maintenance required, I pay for it directly.**

- c) To whom are bills for maintenance paid?

**I pay Express Leasing seven cents a mile for covered maintenance. It is my understanding that Express Leasing compensates the Shuttle Express Shop for maintenance covered as part of my lease agreement. For other work, I can take my vehicle to the Shuttle Express maintenance shop and they may do the work themselves or outsource the work. Les Schwab (tires), the Renton Midas shop, and Sound Ford are some of the shops used.**

- 4) Do you pay for fuel to operate the vehicles?

**Yes**

- a) If not, who pays for the fuel?

**Not applicable.**

- 5) Is your company identified on the exterior of the vehicle?

**Yes.**

- a) If so, how?

**CONFIDENTIAL**  
**Per WAC 480-07-160**

SEADOCs:305729.2

**My name and the WUTC charter number are on the side of the vehicle. A photograph is attached.**

b) Is Shuttle Express, Inc., or any other carrier identified on the exterior of the vehicle?

**Yes. Shuttle Express compensates me to advertise their "Limos by Shuttle Express" service.**

6) If you provide charter services, how do you attract or obtain business?

**As a Charter certificate holder, I provide charter services. Most of my charter work is for Shuttle Express, performed under the enclosed contract, since I am just getting started and Shuttle Express is keeping me busy.**

a) Provide a copy of any advertisement, website, brochure, flyer or other materials designed to attract or obtain customers.

**I currently have business cards. The cards contain my name and number on the front. Information for Shuttle Express is on the back. See attached copy.**

7) Do you have a contract with Shuttle Express, Inc. for any reason?

**Yes.**

a) If so, provide a copy of the contract.

**A copy of the "Independent Contractor Agreement (LuxVan)" is enclosed. It is in the process of review, however.**

8) Do you receive compensation from Shuttle Express, Inc. in any way for any reason?

**When I accept a charter offered by Shuttle Express to or from Sea-Tac Airport to transport passengers they have contracted with under their airporter certificate, or when I perform point-to-point work offered by Shuttle Express that is under their charter certificate and unrelated to the airport work, I receive a percentage of the rates that they are allowed to charge the passengers under their tariff for providing a vehicle and driver for the transportation. In addition, I receive advertising fees. Please see the attached IC Agreement.**

a) If so, describe the compensation structure and amounts received.

**Please see the attached IC Agreement. I receive 50% of Shuttle Express' tariffed fares as described above. There are other incidental payments as well, as described in the enclosed IC Agreement. Also, as part of my contract with Shuttle Express, I receive a 10% credit to advertise Shuttle Express's Limo service on the side of my vehicle. The copy says: "Limos by Shuttle Express."**

9) Do you compensate Shuttle Express, Inc. in any way for any reason?

**Please see the attached IC Agreement and the answer to Question 8. When I accept a charter offered by Shuttle Express to or from Sea-Tac Airport to transport passengers they have contracted with under their airporter certificate, Shuttle Express receives a percentage of the rates that they charge the passengers under their tariff for referring business to my company, for my use of their trademarks, and for marketing, reservation, and dispatch services.**

a) If so describe the compensation structure and amounts you pay.

**Shuttle Express receives 50% of the fare charged to transport the customers. If, however, I agree to advertise Shuttle Express's Limo services, Shuttle Express receives 40% of the fare charged to transport the**

**CONFIDENTIAL**  
**Per WAC 480-07-160**

SEADOCS:305729.2

customer as a result of my fees for the advertisement. The exact dollar amount varies with the fare, but is based on Shuttle Express' airporter service tariff.

10) Do you receive any "free" services (such as customer referral, dispatch information, etc.) from Shuttle Express, Inc.? Please identify each "free" service.

I receive no free services from Shuttle Express, Inc. Please see response to Question 9.

**CONFIDENTIAL**  
Per WAC 480-07-160

SEADOCS:305729.2

Operations

11) Do you have contracts with hotels or other entities to perform charter or other business services?

**Currently, I do not have any contracts independent of my contract with Shuttle Express. I may look to outside contracts sometime in the future.**

a) If so, provide copies of every contract in effect at any time during September, 2007.

**Not applicable.**

b) Provide copies of every invoice or receipt for any charter or other bus service performed at any time during September, 2007.

**See attached.**

12) Where do you pick up customers (i.e., at SeaTac airport, at their homes, at hotels, at another predetermined stop or at other locations)?

**When Shuttle Express offers me a charter, they relay the information received from the passengers regarding the location or locations to pick up passengers; which include residences, apartment complexes, hotels, airports, public sport centers, businesses, malls, transit centers, ferry terminals, public buildings, cruise ship piers (during cruise ship season), park-and-ride lots, and condominiums.**

a) List every pick-up location for every passenger during September, 2007.

**See attached records that contain the address of every pick-up location.**

13) What is the end destination for your customers (i.e., SeaTac airport, shopping mall or other location)?

**When Shuttle Express offers me a charter, they relay the information received from the passengers regarding the location or locations to drop off the passengers; which include residences, apartment complexes, hotels, airports, public sport centers, businesses, malls, transit centers, ferry terminals, public buildings, cruise ship piers (during cruise ship season), park-and-ride lots, and condominiums.**

a) List every destination location for every passenger during September, 2007.

**See attached records that contain the address of every destination.**

14) Do you have a regular route or schedule (i.e., do you stop at the same places each day and do you stop at them at the same time each day)?

**No.**

a) If so, provide copies of your route and schedule if available, otherwise describe your route and schedule.

**Not applicable.**

b) If not, describe how your routes and schedules vary from day to day.

**My routes and schedules vary upon what is available when I decide to work. It is the nature of the business to have varying routes and schedules.**

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**Per WAC 480-07-160**

SEADOCS:305729.2

15) How do you charge your customers for providing transportation?

a) Describe your rate structure (i.e., do you charge every customer an amount for transportation on an individual basis or charge a group of customers a single amount for transportation?) Include the amount you charge customers for transportation.

**If I begin performing independent charter work for parties other than Shuttle Express, I plan to charge the charter group a rate which both the group and I agree upon at the time the transportation arrangement is made.**

**For charters I do for Shuttle Express, the customer is charged the Shuttle Express tariff, and I charge Shuttle Express 50% of that tariff rate for my services and another 10% of that tariff rate for advertising the "Limos by Shuttle Express" in accordance with my IC Agreement with Shuttle Express.**

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**Per WAC 480-07-160**

SEADOCS:305729.2

# APPENDIX Q

Van IC Pick-up / Drop-off Data  
 Sep-07  
 DRIVER Timothy Pak

NAME	PICK-UP TIME	PICK-UP ADDRESS	PICK-UP LOCATION	DROP-OFF ADDRESS	DROP-OFF LOCATION	DRIVER
Ralph Leonard	9/20/2007 4:00	6601 S Tyler	Tacoma-98409		Sea/Tac Airport	PAK, TIMOTHY
Marjorie Sinton	9/20/2007 4:05	4817 N 12th St	Tacoma-98406		Sea/Tac Airport	PAK, TIMOTHY
Randy Myers	9/20/2007 4:05	3219 N 28th St	Tacoma-98407		Sea/Tac Airport	PAK, TIMOTHY
Michael Rottersman	9/20/2007 4:15	1426 N Steele St	Tacoma-98406		Seattle-Tacoma Int'l Airport	PAK, TIMOTHY
Danuta Blue	9/20/2007 4:35	2403 N Warner	Tacoma-98406		Sea/Tac Airport	PAK, TIMOTHY
Michael Lampton	9/20/2007 4:35	3316 N 28th St	Tacoma-98407		Sea/Tac Airport	PAK, TIMOTHY
Melanie McDonald	9/20/2007 6:15	18900 47th Ave S	Motel 6-Tukwila	303 S Jackson St	Amtrak Station-Seattle	PAK, TIMOTHY
Gloria Hunt	9/20/2007 7:55	921 130th St SW	Everett-98204		Sea/Tac Airport	PAK, TIMOTHY
Kenneth Perry	9/20/2007 7:55	3201 Smith Ave	Everett Station		Sea/Tac Airport	PAK, TIMOTHY
Kathy Roberts	9/20/2007 8:00	2012 96th PL SE	Everett-98208		Sea/Tac Airport	PAK, TIMOTHY
John Weiss	9/20/2007 10:25	19222 37th Ave NE	Seattle-98155		Sea/Tac Airport	PAK, TIMOTHY
Pat Landre	9/20/2007 10:40	9800 Roosevelt Way NE	Seattle-98115		Sea/Tac Airport	PAK, TIMOTHY
Joel Dixon	9/20/2007 10:45	19230 Forest Park Dr NE	Seattle-98155		Sea/Tac Airport	PAK, TIMOTHY
Raphael Hoffmann	9/20/2007 11:59	5022 Ravenna Ave NE	Seattle-98105		Sea/Tac Airport	PAK, TIMOTHY
David Schaefer	9/20/2007 12:21		Sea/Tac Airport	10420 Glenwood Dr SW	Sea/Tac Airport	PAK, TIMOTHY
Edward Cox	9/21/2007 4:00	8801 83 St Ct East	Seattle-Tacoma Int'l Airport	3623 S 298th Pl	Tacoma-98498	PAK, TIMOTHY
Patrick Lowery	9/21/2007 4:15	4338 s 301st dr	Puyallup-98371		Auburn-98001	PAK, TIMOTHY
Bill Osborne	9/21/2007 6:35	19508 Echo Lake Pl N	Auburn-98001		Seattle-Tacoma Int'l Airport	PAK, TIMOTHY
Kim Scott	9/21/2007 6:40	19528 Echo Lake Pl N	Seattle-98133		Seattle-Tacoma Int'l Airport	PAK, TIMOTHY
Tiffany Hardin	9/21/2007 7:00	910 N 95th St	Seattle-98103		Seattle-Tacoma Int'l Airport	PAK, TIMOTHY
Barry Smith	9/21/2007 7:15	600 Queen Anne Ave N	Marqueen Hotel		Sea/Tac Airport	PAK, TIMOTHY
Carol Schoen	9/21/2007 7:38		Seattle-Tacoma Int'l Airport		Sea/Tac Airport	PAK, TIMOTHY
Martha Cosgrove	9/21/2007 7:47		Sea/Tac Airport	3551 NE 92nd	Seattle-98115	PAK, TIMOTHY
Yash Kalra	9/21/2007 9:00	1725 NW 192nd ST	Seattle-98177	1610 NE 150th ST	Seattle-98155	PAK, TIMOTHY
Frank Tanver	9/21/2007 9:15	8518 17th Ave NW	Seattle-98117		Sea/Tac Airport	PAK, TIMOTHY
Meenu Bhardwaj	9/21/2007 10:13		Sea/Tac Airport	721 Pine St	Seattle-Tacoma Int'l Airport	PAK, TIMOTHY
Jeff Sergeant	9/21/2007 10:14		Sea/Tac Airport	1415 5th Ave	Grand Hyatt-Seattle	PAK, TIMOTHY
Paul Brentdale	9/21/2007 12:30	1630 Holbrook Ave	Everett-98203		Red Lion Hotel On Fifth Avenue	PAK, TIMOTHY
Eileen Freed	9/21/2007 14:00	515 Madison St	Madison Renaissance		Pier 66	PAK, TIMOTHY
Delta Airlines Flight Crew	9/21/2007 14:29		Sea/Tac Airport		Sea/Tac Airport	PAK, TIMOTHY
Robert McEvoy	9/21/2007 14:29		Sea/Tac Airport	405 Olive Way	Mayflower Park Hotel	PAK, TIMOTHY
Jim Roberts	9/21/2007 14:30		Sea/Tac Airport	721 Pine St	Grand Hyatt-Seattle	PAK, TIMOTHY
Joe Ng	9/21/2007 14:30		Sea/Tac Airport	1st & Pike	Pike Place Market	PAK, TIMOTHY
Jan Swanson	9/21/2007 14:35		Sea/Tac Airport	825 Eastlake Ave E	Fred Hutch Cancer Research-St	PAK, TIMOTHY
Joel Holley	9/21/2007 14:39		Sea/Tac Airport	1046 1st Ave S	Silver Cloud-Seattle-Stadium	PAK, TIMOTHY
Genevieve Ko	9/22/2007 3:40	18809 58th St E	Sea/Tac Airport	405 Olive Way	Mayflower Park Hotel	PAK, TIMOTHY
shawna nelson	9/22/2007 5:30	1302 141st Pl NE	Bonney Lake-98391		Sea/Tac Airport	PAK, TIMOTHY
Mary Alice Mccarish	9/22/2007 5:40	2122 152nd Ave NE	Bellevue-98007		Sea/Tac Airport	PAK, TIMOTHY
Alexander Petukhov	9/22/2007 6:00	300 112th Ave SE	Silver Cloud-Redmond		Sea/Tac Airport	PAK, TIMOTHY
Randy Allman	9/22/2007 6:38	620 112th Street SE	Hilton (Was Doubletree) Bellevue	3527 102nd Pl, SE	Sea/Tac Airport	PAK, TIMOTHY
Barbara Stanton	9/22/2007 7:45	20804 72nd Ave W	Seattle-Tacoma Int'l Airport		Sea/Tac Airport	PAK, TIMOTHY
Erling Hesia	9/22/2007 8:10	300 10th Ave	Edmonds-98026	4715 19th Ave NE	Seattle-Tacoma Int'l Airport	PAK, TIMOTHY
Jane Herrick	9/22/2007 8:48		Sea/Tac Airport		Seattle-98105	PAK, TIMOTHY
Andrew Richter	9/22/2007 9:40		Sea/Tac Airport		Sea/Tac Airport	PAK, TIMOTHY
Laurel Brown	9/22/2007 11:10	24115 11 Ave. S	Des Moines-98198		Pier 30	PAK, TIMOTHY

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Peter Allen	9/22/2007 12:10	Sea/Tac Airport	329 3rd st Ne	Auburn-98002	PAK, TIMOTHY
JOHN DOUGLAS	9/22/2007 12:15	Sea/Tac Airport	6923 52ND ST CT E	Puyallup-98371	PAK, TIMOTHY
Dixie Simmons	9/23/2007 3:20	Tacoma-98444		Seattle-Tacoma Int'l Airport	PAK, TIMOTHY
Virginia Dunn	9/23/2007 5:00	Seattle-98115		Sea/Tac Airport	PAK, TIMOTHY
Seth Cowdery	9/23/2007 5:00	Seattle-98115		Seattle-Tacoma Int'l Airport	PAK, TIMOTHY
Bruce Dear	9/23/2007 5:00	Seattle-98115		Sea/Tac Airport	PAK, TIMOTHY
Richard Wolfjer	9/23/2007 5:10	Seattle-98115		Sea/Tac Airport	PAK, TIMOTHY
Linda F Smith	9/23/2007 5:40	Spring Hill Suites-Seattle		Sea/Tac Airport	PAK, TIMOTHY
R C Bieger	9/23/2007 7:00	Seattle-98103		Sea/Tac Airport	PAK, TIMOTHY
Matthew Bishop	9/23/2007 7:45	Seattle-98119		Seattle-Tacoma Int'l Airport	PAK, TIMOTHY
Baerbel Rodlack	9/23/2007 8:50	Seattle-98105		Sea/Tac Airport	PAK, TIMOTHY
Kimberly Kawai	9/23/2007 9:00	University Inn		Sea/Tac Airport	PAK, TIMOTHY
Garth Mader	9/23/2007 9:00	Pier 30	29875 11th Ave SW	Federal Way-98023	PAK, TIMOTHY
Chester Blow	9/23/2007 11:45	Tacoma-98445		Pier 30	PAK, TIMOTHY
Marcella Posthuma	9/23/2007 13:00	Paramount Hotel		Sea/Tac Airport	PAK, TIMOTHY
Helen Miller	9/23/2007 13:25	Seattle-98101		Seattle-Tacoma Int'l Airport	PAK, TIMOTHY
Janetta Dudley	9/23/2007 13:25	Seattle-98101		Seattle-Tacoma Int'l Airport	PAK, TIMOTHY
Kathleen Hascall	9/23/2007 13:25	Red Lion on 5th Avenue		Sea/Tac Airport	PAK, TIMOTHY
William McGArvey	9/23/2007 14:01	1415 5th Ave		Sea/Tac Airport	PAK, TIMOTHY
Christopher Rice	9/24/2007 3:30	9422 150th St. Ct. E	3004 30th AVE SE	Puyallup-98374	PAK, TIMOTHY
Sheri Brown	9/24/2007 3:45	3609 I Street NE		Sea/Tac Airport	PAK, TIMOTHY
Barbara Slish	9/24/2007 4:15	611 E James St		Sea/Tac Airport	PAK, TIMOTHY
Anne-Marie Gerber	9/24/2007 5:10	Marriott Springs-Hill Suites		Sea/Tac Airport	PAK, TIMOTHY
Gilbert Hernandez	9/24/2007 6:45	23227 NE 29th Ct Sammamish, 1		Seattle-Tacoma Int'l Airport	PAK, TIMOTHY
Mike Peterson	9/24/2007 7:00	419 222nd Ave NE		Sea/Tac Airport	PAK, TIMOTHY
Anita Kahill	9/24/2007 7:15	24454 SE 46th St		Sea/Tac Airport	PAK, TIMOTHY
carole moore	9/24/2007 7:49	Issaquah-98029		Sea/Tac Airport	PAK, TIMOTHY
Lynda Paznokas	9/24/2007 7:55	Sea/Tac Airport		Sea/Tac Airport	PAK, TIMOTHY
Wai Wong	9/24/2007 9:15	Seattle-98125		Sea/Tac Airport	PAK, TIMOTHY
Sandy Ryan Ms	9/24/2007 9:20	Seattle-98115		Sea/Tac Airport	PAK, TIMOTHY
Denise Caul	9/24/2007 10:35	11014 39th Ave NE		Sea/Tac Airport	PAK, TIMOTHY
Elizabeth Diethelm	9/24/2007 11:15	150 NE 95th St		Sea/Tac Airport	PAK, TIMOTHY
Laura Davis	9/24/2007 11:42	211 Dexter Ave N		Sea/Tac Airport	PAK, TIMOTHY
Aneesh Shankar	9/24/2007 11:47	Coleman Dock Pier 52		Sea/Tac Airport	PAK, TIMOTHY
Tiffany Chun	9/24/2007 11:54			Sea/Tac Airport	PAK, TIMOTHY
Gaurav Chopra Mr	9/24/2007 11:54			Sea/Tac Airport	PAK, TIMOTHY
Nak Kim	9/24/2007 12:02			Sea/Tac Airport	PAK, TIMOTHY
Anita Lagerberg	9/24/2007 12:11			Sea/Tac Airport	PAK, TIMOTHY
Chris Smart Mr [2]	9/24/2007 14:35	325 9th Ave - West Entry		Sea/Tac Airport	PAK, TIMOTHY
Alan Watson	9/25/2007 3:10	10413 107th St Ct SW		Sea/Tac Airport	PAK, TIMOTHY
Fern Gates	9/25/2007 3:55	909 N I St		Tacoma-98498	PAK, TIMOTHY
Jonathan Randolph	9/25/2007 5:30	12636 100th Ln NE		Tacoma-98403	PAK, TIMOTHY
James Wecker	9/25/2007 5:50	723 98th Ave NE		Kirkland-98034	PAK, TIMOTHY
Kirby Gilbert	9/25/2007 6:05	11211 Main St		Bellevue-98004	PAK, TIMOTHY
Craig Arakawa	9/25/2007 6:37			Red Lion Bellevue	PAK, TIMOTHY
Donna Shiu	9/25/2007 6:41			Sea/Tac Airport	PAK, TIMOTHY
Bill McGann	9/25/2007 8:30	9814 228th Pl SW		Sea/Tac Airport	PAK, TIMOTHY
Dot Sawyer	9/25/2007 8:30	603 7th Ave N		Edmonds-98020	PAK, TIMOTHY
Stella Athans	9/25/2007 8:50	11735 Roosevelt Wy NE		Edmonds-98020	PAK, TIMOTHY
Beth French	9/25/2007 9:54			Seattle-98125	PAK, TIMOTHY
Raquel Reyes	9/25/2007 11:15	10710 Evergreen Way		Sea/Tac Airport	PAK, TIMOTHY
Robert Lesher	9/25/2007 11:30	18501 52nd Ave W		Everett-98204	PAK, TIMOTHY
				Lynnwood-98037	PAK, TIMOTHY

Al & Georgene Dohrmann	9/25/2007 12:00	23509 Lakeview DR	Mountlake Terrace-98043	809 172rd St	Sea/Tac Airport	PAK, TIMOTHY
Deborah Rawlinson	9/25/2007 13:19	8726 S Hosmer	Sea/Tac Airport	Spanaway-98387 N of 212th St	Spanaway-98387 N of 212th St	PAK, TIMOTHY
Dan Golin	9/27/2007 3:50	720 S 51st St	Tacoma-98444	Sea/Tac Airport	Sea/Tac Airport	PAK, TIMOTHY
Larry Hegstad	9/27/2007 4:25	717 NW 70th St	Tacoma-98408	Sea/Tac Airport	Sea/Tac Airport	PAK, TIMOTHY
Ramah Ryan	9/27/2007 5:40	431 NW 100th Pl	Seattle-98117	Sea/Tac Airport	Sea/Tac Airport	PAK, TIMOTHY
Geraldine Wallace	9/27/2007 5:45	2500 6th Ave N	Seattle-98109	Sea/Tac Airport	Sea/Tac Airport	PAK, TIMOTHY
K Warner Schate	9/27/2007 6:15	12917 72nd Dr. SE	Clearview/Snohomish-98296	Seattle-Tacoma Int'l Airport	Seattle-Tacoma Int'l Airport	PAK, TIMOTHY
Melvin Middaugh	9/27/2007 8:35	10529 NE 196 St	Bothell-98011	Sea/Tac Airport	Sea/Tac Airport	PAK, TIMOTHY
Joan Dedman	9/27/2007 9:05	177 107th Ave NE	Bellevue-98004	Sea/Tac Airport	Sea/Tac Airport	PAK, TIMOTHY
Kayoko Conine Ms	9/27/2007 9:40	1221 1st Ave	Sea/Tac Airport	721 Pine St	Sea/Tac Airport	PAK, TIMOTHY
Russell Group	9/27/2007 10:39	2000 6th Ave	Inn at Harbor Steps B&B	Sea/Tac Airport	Sea/Tac Airport	PAK, TIMOTHY
Nancy Heilman	9/27/2007 11:50	2000 4th Ave	Sixth Ave Motor Inn	Sea/Tac Airport	Sea/Tac Airport	PAK, TIMOTHY
Timothy Downing	9/27/2007 11:50	2000 4th Ave	Hotel Andra	Sea/Tac Airport	Sea/Tac Airport	PAK, TIMOTHY
Latricia Olivier	9/27/2007 12:10	2000 4th Ave	Sea/Tac Airport	1608 135th St E	Sea/Tac Airport	PAK, TIMOTHY
Maria Larson	9/27/2007 12:29		Sea/Tac Airport	16 N Broadway	Tacoma-98445	PAK, TIMOTHY
Luz Beretz	9/27/2007 12:49		Sea/Tac Airport	500 Alexander Ave	Tacoma-98421	PAK, TIMOTHY
Sherman Brown	9/27/2007 12:53		Sea/Tac Airport	831 S Pine st	Tacoma-98405	PAK, TIMOTHY
Michael Pittman	9/27/2007 12:57		Sea/Tac Airport	Sea/Tac Airport	Tacoma-98405	PAK, TIMOTHY
Joann Abbott	9/28/2007 3:00	12615 68th Ave Ct E	Puyallup-98373	Sea/Tac Airport	Sea/Tac Airport	PAK, TIMOTHY
Cynthia Kratochvil	9/28/2007 3:25	1103 24th St NW	Seattle-98105	Sea/Tac Airport	Sea/Tac Airport	PAK, TIMOTHY
Matthias Berking	9/28/2007 5:25	5550 33RD AVE NE	Seattle-98105	Sea/Tac Airport	Sea/Tac Airport	PAK, TIMOTHY
William teskey	9/28/2007 5:30	3054 N.E. Blakeley St.	Seattle-98105	Sea/Tac Airport	Sea/Tac Airport	PAK, TIMOTHY
Helaine Ciern	9/28/2007 5:30	4331 2nd Ave NE	Seattle-98105	Sea/Tac Airport	Sea/Tac Airport	PAK, TIMOTHY
Trivel Browne	9/28/2007 7:40	3225 158th Ave SE	Embassy Suites-Bellevue	Sea/Tac Airport	Sea/Tac Airport	PAK, TIMOTHY
Kathy Ice	9/28/2007 7:55	5307 NE 23rd Ct	Renton-98059	Sea/Tac Airport	Sea/Tac Airport	PAK, TIMOTHY
Jun Tian	9/28/2007 8:46		Sea/Tacoma Int'l Airport	Everett-98201	Everett-98201	PAK, TIMOTHY
Bill Guthrie	9/28/2007 10:15	3201 Smith Ave	Everett Station	Sea/Tac Airport	Sea/Tac Airport	PAK, TIMOTHY
Jimmy Palge	9/28/2007 10:30	3008 100th St SW	Everett-98204	Sea/Tac Airport	Sea/Tac Airport	PAK, TIMOTHY
Dion Campbell	9/28/2007 12:45	1900 SW Campus Dr	Federal Way-98023	Sea/Tac Airport	Sea/Tac Airport	PAK, TIMOTHY
Frank Ginese	9/28/2007 14:10		Sea/Tac Airport	8901 Commercial St Sw	Tacoma-98498	PAK, TIMOTHY
Diane Fox	9/29/2007 4:05	1017 N Steel	Tacoma-98406	Sea/Tac Airport	Sea/Tac Airport	PAK, TIMOTHY
Ed Lylie	9/29/2007 4:15	30631 28th Ave S	Federal Way-98003	Sea/Tac Airport	Sea/Tac Airport	PAK, TIMOTHY
Chris Welfinger	9/29/2007 5:40	10820 39th St Ct E	Puyallup-98372	Sea/Tac Airport	Sea/Tac Airport	PAK, TIMOTHY
Evelyn Hilliard	9/29/2007 6:00	1722 S 263rd Pl	Des Moines-98198	Sea/Tac Airport	Sea/Tac Airport	PAK, TIMOTHY
Humberto Reaza	9/29/2007 7:55	12303 Harbour Pt Blvd	Mukilteo-98275	Sea/Tac Airport	Sea/Tac Airport	PAK, TIMOTHY
Linda Ashmore	9/29/2007 8:00	2533 - 141st Place S.W	Lynnwood-98087	Sea/Tac Airport	Sea/Tac Airport	PAK, TIMOTHY
Masahiro Kawazoe	9/29/2007 9:31		Sea/Tac Airport	Seattle-Tacoma Int'l Airport	Seattle-Tacoma Int'l Airport	PAK, TIMOTHY
Yeping Su	9/29/2007 10:40	6275 146th PL SE	Bellevue-98006	Bellevue-98006	Bellevue-98006	PAK, TIMOTHY
Delta Airlines Flight Crew	9/29/2007 12:09		Sea/Tac Airport	Seattle-Tacoma Int'l Airport	Seattle-Tacoma Int'l Airport	PAK, TIMOTHY
Andrew Hekenson	9/29/2007 12:42		Sea/Tac Airport	Madison Renaissance	Madison Renaissance	PAK, TIMOTHY
priscilla shelley	9/30/2007 3:45	13621 21st ave ct e	Tacoma-98445	Tacoma-98467	Tacoma-98467	PAK, TIMOTHY
Luis Castillo III	9/30/2007 4:05	3836 E B St	Tacoma-98404	Sea/Tacoma Int'l Airport	Sea/Tacoma Int'l Airport	PAK, TIMOTHY
Jessica Humphrey	9/30/2007 4:30	32303 4th pl S	Federal Way-98003	Sea/Tacoma Int'l Airport	Sea/Tacoma Int'l Airport	PAK, TIMOTHY
Donna Cate	9/30/2007 4:45	643 S 305th St.	Federal Way-98003	Sea/Tac Airport	Sea/Tac Airport	PAK, TIMOTHY
Courtney Sue-Ako	9/30/2007 6:10		Seattle-Tacoma Int'l Airport	UW-Hanse Hall	UW-Hanse Hall	PAK, TIMOTHY
Britt Chanler	9/30/2007 7:30	1325 6th Ave	Washington Athletic Club	Sea/Tac Airport	Sea/Tac Airport	PAK, TIMOTHY
Jessica Dury	9/30/2007 7:30	400 Spring Street	Executive Pacific Plaza Hotel	Sea/Tac Airport	Sea/Tac Airport	PAK, TIMOTHY
Ron Aviles	9/30/2007 8:09		Sea/Tac Airport	Kirkland-98033	Kirkland-98033	PAK, TIMOTHY
Jasadee Kedjarune	9/30/2007 8:15		Sea/Tac Airport	Redmond-98052	Redmond-98052	PAK, TIMOTHY
Douglas Wise	9/30/2007 8:16		Sea/Tac Airport	Renton-98056	Renton-98056	PAK, TIMOTHY
Nikolaj Bjornar	9/30/2007 8:19		Sea/Tac Airport	Woodinville-98072	Woodinville-98072	PAK, TIMOTHY
Nagendra Honavalli	9/30/2007 9:40	13680 NE 69th St.	Redmond-98052	Sea/Tac Airport	Sea/Tac Airport	PAK, TIMOTHY

Per WAC 480-07-160

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Errol Noel  
Advait Sathé  
Ed Walsh  
Debra Hopkins  
David Westin  
Kenneth Jackson  
John Evans

9/30/2007 11:40  
9/30/2007 11:47  
9/30/2007 11:58  
9/30/2007 12:00  
9/30/2007 13:49  
9/30/2007 13:50  
9/30/2007 14:05

Sea/Tac Airport  
Sea/Tac Airport  
Sea/Tac Airport  
Sea/Tac Airport  
Sea/Tac Airport  
Sea/Tac Airport  
Sea/Tac Airport

300 112th Ave SE  
3405 172nd ave Ne  
900 Bellevue Way NE  
3309 SE 5th St  
1115 N I St  
5801 Orchard St  
1700 S 374th St

Hilton (was Doubletree) Bellevue  
Bellevue-98008  
Hyatt Regency-Bellevue  
Renton-98058  
Tacoma-98403  
Tacoma-98467  
Federal Way-98003

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PAK, TIMOTHY

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Per WAC 480-07-160

Van IC Pick-up / Drop-off Data  
 Period  
 Sep-07  
 Steve Reeves  
 DRIVER

NAME	PICK-UP TIME	PICK-UP ADDRESS	PICK-UP LOCATION	DROP-OFF ADDRESS	DROP-OFF LOCATION	DRIVER
Donald Berkeley	9/5/2007 3:00	2503 60th St. SE	Everett-98203		Seattle-Tacoma Int'l Airport	REEVES, STEVEN
Jackie Olson	9/5/2007 3:10	15519 2nd Pl W	Lynnwood-98087		Sea/Tac Airport	REEVES, STEVEN
Tiyoko Fuji Ms	9/5/2007 3:15	12712 Admiralty Way	Everett-98204		Sea/Tac Airport	REEVES, STEVEN
Audrey Ward	9/5/2007 3:40	18200 Alderwood Mall Pkwy	Residence Inn-Lynnwood		Sea/Tac Airport	REEVES, STEVEN
Linda Fomero	9/5/2007 4:45	4204 SW Thistle St	Seattle-98136		Sea/Tac Airport	REEVES, STEVEN
Jonathan Petgrave	9/5/2007 5:15	5016 California Ave SW	Seattle-98136		Sea/Tac Airport	REEVES, STEVEN
Thelma McNary	9/5/2007 5:30	9012 25th Ave SW	Seattle-98106		Sea/Tac Airport	REEVES, STEVEN
Alvin Getz	9/5/2007 7:30	13874 Morgan Drive NE	Redmond-98053		Sea/Tac Airport	REEVES, STEVEN
Jennifer Waters	9/5/2007 7:45	4850 156TH AVE NE	Redmond-98052		Sea/Tac Airport	REEVES, STEVEN
Patricia Gilson	9/5/2007 8:10	13854 ne 8th St D 103	Bellevue-98005		Seattle-Tacoma Int'l Airport	REEVES, STEVEN
James Couture	9/5/2007 8:35	18441 140th Ave SE	Bellevue-98005		Sea/Tac Airport	REEVES, STEVEN
Marianne Millensifer	9/5/2007 9:40		Sea/Tac Airport		Sea/Tac Airport	REEVES, STEVEN
Jeff Crowley	9/5/2007 11:00	1239 Bigelow AVE N	Seattle-98109	322 NW 78th St	Seattle-98117	REEVES, STEVEN
Martha Becker	9/5/2007 11:15	619 5th Ave W	Seattle-98119		Sea/Tac Airport	REEVES, STEVEN
Craig Tucker	9/5/2007 11:57		Sea/Tac Airport	18200 Alderwood Mall Pkwy	Sea/Tac Airport	REEVES, STEVEN
Lisa Mach	9/5/2007 12:01		Sea/Tac Airport	2023 N. 77th St.	Seattle-98103	REEVES, STEVEN
Helen Mercer	9/5/2007 12:12		Sea/Tac Airport	718 124th St SW	Everett-98204	REEVES, STEVEN
Darell Hickman	9/6/2007 3:10	5019 133rd St SW	Edmonds-98026		Sea/Tac Airport	REEVES, STEVEN
Ian Tupper	9/6/2007 3:10	6011 136th Place SW,	Edmonds-98026		Sea/Tac Airport	REEVES, STEVEN
James Monroe	9/6/2007 3:35	19015 84th Ave W	Edmonds-98026		Sea/Tac Airport	REEVES, STEVEN
Nancy Wood	9/6/2007 3:45	19107 Ocean Ave	Edmonds-98020		Sea/Tac Airport	REEVES, STEVEN
ROHITH PK	9/6/2007 5:45	10115, HOLLY DRIVE	Everett-98204		Sea/Tac Airport	REEVES, STEVEN
Leshia Wright	9/6/2007 6:10	601 Alder St.	Edmonds-98020		Sea/Tac Airport	REEVES, STEVEN
Charles Farman	9/6/2007 6:30	18326 80th Ave W	Edmonds-98026		Sea/Tac Airport	REEVES, STEVEN
Gladys Rogers	9/6/2007 9:40	727 Pine Street	Seattle-98155		Sea/Tac Airport	REEVES, STEVEN
Harry Howard	9/6/2007 9:40	5305 Ne 193rd ST	Seattle-98155		Sea/Tac Airport	REEVES, STEVEN
Barbara Usitalo	9/6/2007 10:00	17818 29th Ave NE	Seattle-98115		Sea/Tac Airport	REEVES, STEVEN
Juanito Petilla	9/6/2007 10:00	8034 40th Ave NE	Seattle-98115		Sea/Tac Airport	REEVES, STEVEN
Susanne Wright	9/6/2007 10:15	1211 N.E. 70th Street	Seattle-98115		Sea/Tac Airport	REEVES, STEVEN
Richard Kirkendall	9/6/2007 10:20	5228 21st Ave NE	Seattle-98105		Sea/Tac Airport	REEVES, STEVEN
Jim Tamawski	9/6/2007 12:12		Sea/Tac Airport	7116 196th St. SW	Lynnwood-98036	REEVES, STEVEN
Jerrod Pearson	9/6/2007 12:13		Sea/Tac Airport	12121 Admiralty Wy	Everett-98204	REEVES, STEVEN
Samantha Berlin	9/6/2007 12:18		Sea/Tac Airport	3201 Smith Ave	Everett Station	REEVES, STEVEN
Edita Manalo	9/7/2007 3:05	1515 N 149th Ct	Seattle-98133		Sea/Tac Airport	REEVES, STEVEN
Ursula Johnson	9/7/2007 3:05	1220 NW 199th Pl	Seattle-98177		Sea/Tac Airport	REEVES, STEVEN
Tim Pinkelmann	9/7/2007 3:05	538 N 167th St	Seattle-98133		Sea/Tac Airport	REEVES, STEVEN
Jim Eagan	9/7/2007 3:20	2131 N 51st St	Seattle-98103		Sea/Tac Airport	REEVES, STEVEN
Pauline Fraser	9/7/2007 5:30	7514 220th St SW	Edmonds-98026		Sea/Tac Airport	REEVES, STEVEN
Sally Wilbur	9/7/2007 5:30	307 Bell St	Edmonds-98020		Sea/Tac Airport	REEVES, STEVEN
Dallas Jacobs	9/7/2007 5:30	23706 102nd Pl W	Edmonds-98020		Sea/Tac Airport	REEVES, STEVEN
Robert Mlyaska	9/7/2007 5:55	1804 NW 200th Street	Seattle-98177		Seattle-Tacoma Int'l Airport	REEVES, STEVEN

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Charles Day	9/18/2007 11:00	24220 89th Pl. W	Edmonds-98026	Sea/Tac Airport	REEVES, STEVEN
Asahi Naya	9/18/2007 11:15	1633 N. 175th St. Shoreline	Seattle-98133	Seattle-Tacoma Int'l Airport	REEVES, STEVEN
Kathryn Ebel	9/18/2007 11:25	1914 N. Northgate Way	Seattle-98133	Seattle-Tacoma Int'l Airport	REEVES, STEVEN
Thea Blue	9/18/2007 12:28		Sea/Tac Airport	Seattle-98133	REEVES, STEVEN
Pam Timm	9/19/2007 3:25	4622 W View Dr	Everett-98203	Sea/Tac Airport	REEVES, STEVEN
Felice Lineberry	9/19/2007 3:25	12829 Hwy 99 S.	Everett-98204	Sea/Tac Airport	REEVES, STEVEN
Dale Clark	9/19/2007 5:20	1642 South Winnifred ST	Tacoma-98465	Seattle-Tacoma Int'l Airport	REEVES, STEVEN
Wallace Crawford	9/19/2007 5:25	505 North M <sup>th</sup> ST	Tacoma-98403	Seattle-Tacoma Int'l Airport	REEVES, STEVEN
Claudette Hughes-Amett	9/19/2007 5:55	2135 SW 322nd Street	Federal Way-98023	Sea/Tac Airport	REEVES, STEVEN
Patricia Petherly	9/19/2007 5:55	614 N 6th St	Tacoma-98403	Sea/Tac Airport	REEVES, STEVEN
Eleanor Nelson	9/19/2007 8:45	751 N 135th St	Seattle-98133	Sea/Tac Airport	REEVES, STEVEN
Catherine Carroll	9/19/2007 9:20	6747 Jones Ave NW	Seattle-98117	Sea/Tac Airport	REEVES, STEVEN
Carol Fountain	9/19/2007 9:20	1902 NW 92nd St	Seattle-98117	Sea/Tac Airport	REEVES, STEVEN
Vangala Venugopal	9/19/2007 10:18		Sea/Tac Airport	Days Inn-Seattle-Downtown	REEVES, STEVEN
Kevin Sparkman	9/19/2007 11:12		Sea/Tac Airport	Mukilleo Ferry	REEVES, STEVEN
Carol Fountain	9/19/2007 11:14		Sea/Tac Airport	21601 78th Ave	REEVES, STEVEN
Koichiro Ikeda	9/19/2007 11:20		Sea/Tac Airport	Edmonds-98026	REEVES, STEVEN
Virginia Lindsey	9/19/2007 11:28		Sea/Tac Airport	Edmonds-98026	REEVES, STEVEN
Thomas Lott	9/19/2007 11:34		Sea/Tac Airport	Lynnwood-98087	REEVES, STEVEN
Kevin Judd	9/20/2007 3:15	11634 Grove Dr	Mukilleo-98275	Edmonds-98020	REEVES, STEVEN
Darlene Hetrick	9/20/2007 3:35	13320 Hwy 99 S	Everett-98204	Edmonds-98020	REEVES, STEVEN
Doug Hasund	9/20/2007 3:45	4204 Maple Rd	Sea/Tac Airport	Edmonds-98020	REEVES, STEVEN
Shiro Nitta	9/20/2007 4:00	4718 212th St.SW	Mountlake Terrace-98043	Edmonds-98020	REEVES, STEVEN
Clayton Webber	9/20/2007 5:45	18429 W Lake Desire Dr SE	Renton-98058	Sea/Tac Airport	REEVES, STEVEN
Frank Wilson	9/20/2007 6:00	501 Renton Ave S	Renton-98058	Sea/Tac Airport	REEVES, STEVEN
Kate O'Neill	9/20/2007 8:05	14100 SE 171st Way A301	Seattle-98107	Sea/Tac Airport	REEVES, STEVEN
Jennifer Larson	9/20/2007 8:05	1526 NW 64 St	Seattle-98107	Sea/Tac Airport	REEVES, STEVEN
Henry Burton	9/20/2007 8:05	11046 2nd ave NW	Seattle-98117	Sea/Tac Airport	REEVES, STEVEN
Beth Lenz	9/20/2007 8:15	7507 32ND AVE. NW	Mukilleo-98275	Sea/Tac Airport	REEVES, STEVEN
SARA JOHNSTON	9/20/2007 10:35	9539 57th Ave W	Mountlake Terrace-98043	Sea/Tac Airport	REEVES, STEVEN
Jane Nosal	9/20/2007 10:50	23409 Lakeview Dr	Mountlake Terrace-98043	Sea/Tac Airport	REEVES, STEVEN
Robert Swanson	9/20/2007 11:10	23007 Lakeview Drive	Sea/Tac Airport	Red Lion Hotel On Fifth Avenue	REEVES, STEVEN
Oscar Halter	9/20/2007 12:06		Sea/Tac Airport	Seattle-98101	REEVES, STEVEN
Richard Stevens	9/20/2007 12:08		Sea/Tac Airport	Seattle-98109	REEVES, STEVEN
Linda Bombard	9/20/2007 12:12		Sea/Tac Airport	Seattle-98199	REEVES, STEVEN
Erik Thronsdien	9/20/2007 12:15		Sea/Tac Airport	Holiday Inn Express-Seattle	REEVES, STEVEN
Alison McCaffree	9/20/2007 12:15		Sea/Tac Airport	Sixth Ave Motor Inn	REEVES, STEVEN
Wilma Lambert	9/20/2007 12:17		Sea/Tac Airport	Roosevelt Hotel-WC	REEVES, STEVEN
Ellen Kropp	9/20/2007 12:21		Sea/Tac Airport	Seattle-98119	REEVES, STEVEN
Judy Sparks	9/20/2007 12:25		Edmonds-98026	Sea/Tac Airport	REEVES, STEVEN
James Welchko	9/21/2007 3:15	7815 203rd St SW	Seattle-98177	Sea/Tac Airport	REEVES, STEVEN
Karen Wilson	9/21/2007 3:15	18515 3rd Ave NW	Seattle-98117	Sea/Tac Airport	REEVES, STEVEN
Jennifer Clear	9/21/2007 3:15	7357 12th NW Seattle	Seattle-98117	Sea/Tac Airport	REEVES, STEVEN
Jane Mayfield	9/21/2007 5:15	7551 - 12 Avenue NW	Seattle-98117	Sea/Tac Airport	REEVES, STEVEN
Colleen Lafferty	9/21/2007 5:15	7216 32nd Ave NW	Seattle-98117	Sea/Tac Airport	REEVES, STEVEN
William Berko	9/21/2007 5:20	1739 NW 59th St	Seattle-98107	Sea/Tac Airport	REEVES, STEVEN
Sonja Hanson	9/21/2007 5:45	6739 14th Ave NW	Seattle-98117	Sea/Tac Airport	REEVES, STEVEN
Hilary Leonard				Sea/Tac Airport	REEVES, STEVEN

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Thu-Anh Hoang  
Minh-Tri Dang  
American Airlines Flight

9/30/2007 12:10  
9/30/2007 12:10  
9/30/2007 13:45

2205 7th Ave  
400 Spring Street

Days Inn-Seattle-Downtown  
Executive Pacific Plaza Hotel  
Sea/Tac Airport

1400 6th Ave

Sea/Tac Airport  
Sea/Tac Airport  
Sheraton (Exclusive Service On

REEVES, STEVEN  
REEVES, STEVEN  
REEVES, STEVEN

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**Van IC Pick-up-Drop-off Data**

Period  
 DRIVER  
 Sep-07  
 Gurjeet Gill

NAME	PICK-UP TIME	PICK-UP ADDRESS	PICK-UP LOCATION	DROP-OFF ADDRESS	DROP-OFF LOCATION	DRIVER
Keith Hilmer	9/1/2007 2:35	10710 Evergreen Way	Everett-98204		Sea/Tac Airport	GILL, GURJEET
Raphael Bradshaw	9/1/2007 2:35	10710 Evergreen Way	Everett-98204		Sea/Tac Airport	GILL, GURJEET
DEAN HOLMES	9/1/2007 2:45	24222-104th pl w	Edmonds-98020		Seattle-Tacoma Intl Airport	GILL, GURJEET
Mike Chaevalier	9/1/2007 2:50	528 Dayton	Edmonds-98020		Sea/Tac Airport	GILL, GURJEET
Jay Primacio	9/1/2007 2:50	7409 200th St Sw	Lynnwood-98036		Sea/Tac Airport	GILL, GURJEET
Jenny Chow	9/1/2007 3:05	739 North 66th StreetD	Seattle-98133		Sea/Tac Airport	GILL, GURJEET
Laurie Kral	9/1/2007 4:55	7757 Corliss Ave N	Seattle-98103		Seattle-Tacoma Intl Airport	GILL, GURJEET
Mehika Inanici	9/1/2007 4:55	1017 W Nickerson St	Seattle-98119		Seattle-Tacoma Intl Airport	GILL, GURJEET
James Ure	9/1/2007 5:00	5919 Kirkwood Pl N	Seattle-98103		Sea/Tac Airport	GILL, GURJEET
Terry Jordan Mr	9/1/2007 5:48		Sea/Tac Airport	2301 3rd Ave	Hotel Monaco	GILL, GURJEET
Floyd Lee	9/1/2007 5:51		Sea/Tac Airport	1101 4th Ave	Sea/Tac Airport	GILL, GURJEET
Becky Haugeberg	9/1/2007 6:15	515 Madison St	Madison Renaissance		Sea/Tac Airport	GILL, GURJEET
Delta Airlines Flight C	9/1/2007 7:05	515 Madison St	Madison Renaissance		Sea/Tac Airport	GILL, GURJEET
Delta Airlines Flight C	9/1/2007 7:40	2431 E Marginal Way S	Pier 30		Sea/Tac Airport	GILL, GURJEET
Rand	9/1/2007 9:15	2201 Alaskan Way -Pier 66	Pier 66	17801 Pacific Hwy S	Sea/Tac Airport	GILL, GURJEET
Kirby	9/1/2007 10:00	2431 E Marginal Way S-Pier 30	Holland Cruise Line (HAL)		Sea/Tac Airport	GILL, GURJEET
Gary McIntire	9/1/2007 10:00		Pier 30		Puyallup-98372	GILL, GURJEET
M. Clifford Milanoski	9/1/2007 10:20	200 Taylor Ave N	Pier 30	3917 20th Ave Se	Pier 30	GILL, GURJEET
Quic Shuttle	9/1/2007 12:35	17555 SE 134th	Best Western Executive Inr 2431 E Marginal Way S		Pier 30	GILL, GURJEET
Chuck Pomeroy	9/2/2007 3:50	9331 244th St Sw	Renton-98059		Pier 66	GILL, GURJEET
Anthony Carter	9/2/2007 4:05	13530 Linden Ave N	Edmonds-98020		Sea/Tac Airport	GILL, GURJEET
Kellin Spade	9/2/2007 4:25	616 NW 125th St	Seattle-98133		Sea/Tac Airport	GILL, GURJEET
Gary Rosenthal	9/2/2007 6:15	1001 E Marine View DR	Seattle-98177		Sea/Tac Airport	GILL, GURJEET
Sue Macomber	9/2/2007 6:20	1415 84th St SE	Everett-98201		Sea/Tac Airport	GILL, GURJEET
Jean Messinger	9/2/2007 6:35	23508 Peterson Dr	Everett-98208		Sea/Tac Airport	GILL, GURJEET
Shamie Hay	9/2/2007 6:55	2140 N Northgate Way	Mountlake Terrace-98043		Sea/Tac Airport	GILL, GURJEET
Anita Vogt	9/2/2007 7:15	2431 E Marginal Way S	Hotel Nexus-Northgate		Sea/Tac Airport	GILL, GURJEET
Annette Sjolund	9/2/2007 8:00	2431 E Marginal Way S	Pier 30		Sea/Tacoma Intl Airport	GILL, GURJEET
richardson	9/2/2007 8:37		Pier 30	11211 101st Ave NE	Sea/Tac Airport	GILL, GURJEET
Bradley Foseick		15205 NE 16th PlC	Sea/Tac Airport		Kirkland-98033	GILL, GURJEET
		Central Park ApartmentsC				
		Apt 7/16,C				
Aweshi Shrivastava	9/2/2007 10:10	bellevue WA 98007	Bellevue-98007		Sea/Tac Airport	GILL, GURJEET
Peggy Sands	9/2/2007 10:20	12917 179th Ave NE	Redmond-98052		Sea/Tac Airport	GILL, GURJEET
Richard OHarren	9/2/2007 10:44		Sea/Tac Airport	2431 E Marginal Way S	Pier 30	GILL, GURJEET
Yen Nguyen	9/2/2007 11:08		Sea/Tac Airport	2201 Alaskan Way -Pier 66	Pier 66	GILL, GURJEET
James Martin	9/2/2007 11:18		Sea/Tac Airport	2431 E Marginal Way S	Pier 30	GILL, GURJEET
Deborah Winborne	9/2/2007 11:26		Seattle-Tacoma Intl Airport	2431 E Marginal Way S	Pier 30	GILL, GURJEET
Todd Bennett	9/4/2007 2:45	407 60th St SE	Everett-98203		Sea/Tac Airport	GILL, GURJEET
Elizabeth Proios	9/4/2007 3:05	601 North 179th St	Seattle-98133		Sea/Tac Airport	GILL, GURJEET
Linda Burton	9/4/2007 3:10	22701 Lakeview Drive	Mountlake Terrace-98043		Sea/Tacoma Intl Airport	GILL, GURJEET
Gordon Edgar	9/4/2007 4:55	6526 Chenault Beach Dr	Mukiteo-98275		Sea/Tac Airport	GILL, GURJEET
Tom Marklin	9/4/2007 5:10	Mukiteo-Clinton Ferry Terminal	Mukiteo-98275		Sea/Tac Airport	GILL, GURJEET
Lynne Schmoie	9/4/2007 5:30	8500 Main St	Edmonds-98026		Seattle-Tacoma Intl Airport	GILL, GURJEET
Scott Bunzick	9/4/2007 5:30	17615 54th Ave W	Lynnwood-98037		Sea/Tac Airport	GILL, GURJEET

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9803 130th Street CT ED

James Canada	9/4/2007 8:30	8803 130th Street CT ED	Puyallup-98373	Sea/Tac Airport	Sea/Tac Airport	GILL, GURJEET
Mrs. Barker	9/4/2007 8:45	13316 163rd St. Ct. East	Puyallup-98374	Sea/Tac Airport	Seattle-Tacoma Int'l Airport	GILL, GURJEET
Charlotte White	9/4/2007 8:50	12418 129th Ave E.	Puyallup-98374	Sea/Tac Airport	Seattle-Tacoma Int'l Airport	GILL, GURJEET
Shrdevi	9/4/2007 10:01		Sea/Tac Airport	Sea/Tac Airport	Seattle-98101	GILL, GURJEET
Alan McCoy	9/4/2007 10:15		Sea/Tac Airport	Marriott Waterfront	Marriott Waterfront	GILL, GURJEET
Iewis stackpole	9/4/2007 11:25	303 S Jackson St	Amtrak Station-Seattle	Sea/Tac Airport	Seattle-Tacoma Int'l Airport	GILL, GURJEET
Jason Robinson	9/4/2007 11:30	400 Spring Street	Executive Pacific Plaza Hotel	Sea/Tac Airport	Sea/Tac Airport	GILL, GURJEET
Bill Mcraoud	9/4/2007 11:30	1415 5th Ave	Red Lion Hotel On Fifth Avenue	Sea/Tac Airport	Redmond-98053	GILL, GURJEET
Stephen Rivas	9/4/2007 12:08		Sea/Tac Airport	Sea/Tac Airport	Redmond-98052	GILL, GURJEET
Victoria Mbabazi	9/4/2007 12:10		Sea/Tac Airport	Sea/Tac Airport	Redmond-98052	GILL, GURJEET
Antonio Garcia	9/4/2007 12:17		Sea/Tac Airport	Sea/Tac Airport	Redmond-98052	GILL, GURJEET
Janis Abbott	9/5/2007 2:50	16619 Larch Way	Lynnwood-98037	Seattle-Tacoma Int'l Airport	Seattle-Tacoma Int'l Airport	GILL, GURJEET
Gary Mangini	9/5/2007 2:55	Lynnwood, WA 98037	Everett Station	Sea/Tac Airport	Sea/Tac Airport	GILL, GURJEET
Janet Graham	9/5/2007 3:00	3201 Smith Ave	Mountlake Terrace-98043	Sea/Tac Airport	Sea/Tac Airport	GILL, GURJEET
Lana Kinkade	9/5/2007 3:20	4707 237th St SW	Mountlake Terrace-98043	Sea/Tac Airport	Sea/Tac Airport	GILL, GURJEET
Cash Rammath	9/5/2007 5:00	22413 36th Ave W	Mountlake Terrace-98043	Sea/Tac Airport	Sea/Tac Airport	GILL, GURJEET
Jerry Koenig	9/5/2007 5:25	5005 152nd Place SE	Everett-98208	Seattle-Tacoma Int'l Airport	Seattle-Tacoma Int'l Airport	GILL, GURJEET
Tanyas Arts	9/5/2007 5:25	18317 8th Drive SE	Mill Creek-98012	Seattle-Tacoma Int'l Airport	Seattle-Tacoma Int'l Airport	GILL, GURJEET
		1520 172nd St SE Bothell	Mill Creek-98012	Seattle-Tacoma Int'l Airport	Seattle-Tacoma Int'l Airport	GILL, GURJEET
		19926 34th DR SE	Mill Creek-98012	Seattle-Tacoma Int'l Airport	Seattle-Tacoma Int'l Airport	GILL, GURJEET
		Bothell - Mill Creek 98012D				
David Huskey	9/5/2007 5:30		Mill Creek-98012	Seattle-Tacoma Int'l Airport	Seattle-Tacoma Int'l Airport	GILL, GURJEET
Luir Maldonado	9/5/2007 7:45	11920 NE 195th St	Residence Inn-Bothell	Sea/Tac Airport	Sea/Tac Airport	GILL, GURJEET
John Kloes	9/5/2007 8:10	10845 SE Lake Rd.	Bellevue-98004	Sea/Tac Airport	Sea/Tac Airport	GILL, GURJEET
Caroline Viene	9/5/2007 10:00	5404 140th Pl SE	Everett-98208	Sea/Tac Airport	Sea/Tac Airport	GILL, GURJEET
		Lake Pleasant RV park				
Edward Czoski	9/5/2007 10:15	24025 Bothelli, everett Hwy.	Bothell-98021	Seattle-Tacoma Int'l Airport	Seattle-Tacoma Int'l Airport	GILL, GURJEET
James Gratton	9/5/2007 10:15	23527 20th Ave., SE	Bothell-98021	Seattle-Tacoma Int'l Airport	Seattle-Tacoma Int'l Airport	GILL, GURJEET
Joseph Nuttman	9/5/2007 11:49		Sea/Tac Airport	Sea/Tac Airport	Seattle-98109	GILL, GURJEET
Tamara Claridge	9/5/2007 11:51		Sea/Tac Airport	Alexis Hotel	Alexis Hotel	GILL, GURJEET
Jerry Morris	9/5/2007 11:53		Sea/Tac Airport	Courtyard By Marriott-Seattle	Courtyard By Marriott-Seattle	GILL, GURJEET
Bob Baldock	9/5/2007 11:55		Sea/Tac Airport	Marriott Waterfront	Marriott Waterfront	GILL, GURJEET
Beth Burrows	9/6/2007 2:30	20319 92nd Ave W	Edmonds-98020	Sea/Tac Airport	Sea/Tac Airport	GILL, GURJEET
Gilbert Kollar	9/6/2007 2:30	1001 5th Ave South	Edmonds-98020	Sea/Tac Airport	Sea/Tac Airport	GILL, GURJEET
Susan McCormick	9/6/2007 2:30	22515 92nd ave W	Edmonds-98020	Sea/Tac Airport	Sea/Tac Airport	GILL, GURJEET
		22430 Dogwood Lane				
Harold Wambach	9/6/2007 3:00	Woodway, WA	Edmonds-98020	Seattle-Tacoma Int'l Airport	Seattle-Tacoma Int'l Airport	GILL, GURJEET
Rabia Scally	9/6/2007 3:05	712 N 143rd St	Seattle-98133	Sea/Tac Airport	Sea/Tac Airport	GILL, GURJEET
Amine Tais	9/6/2007 5:20	19924 19th Ave NE	Seattle-98155	Sea/Tac Airport	Sea/Tac Airport	GILL, GURJEET
Angela Lynn	9/6/2007 5:20	16741 2nd Ave NE	Seattle-98155	Sea/Tac Airport	Sea/Tac Airport	GILL, GURJEET
Margaret Hamner	9/6/2007 6:00	4507 Brooklyn Ave NE	Hotel Deca	Sea/Tac Airport	Sea/Tac Airport	GILL, GURJEET
Allison Aldrich	9/6/2007 6:00	4242 Roosevelt Way NE	Watertown Hotel	Sea/Tac Airport	Sea/Tac Airport	GILL, GURJEET
		22415 85th Ave WD				
Oren Leavitt	9/6/2007 8:30	Edmonds, WA 98026	Edmonds-98026	Seattle-Tacoma Int'l Airport	Seattle-Tacoma Int'l Airport	GILL, GURJEET
Elena Rupp	9/6/2007 8:50	130 W Dayton Street	Harbor Inn	Sea/Tac Airport	Sea/Tac Airport	GILL, GURJEET
Carl Whitmire	9/6/2007 8:55	22405 59th Pl W	Mountlake Terrace-98043	Seattle-Tacoma Int'l Airport	Seattle-Tacoma Int'l Airport	GILL, GURJEET
Joe Willis	9/6/2007 9:49		Sea/Tac Airport	Seattle-98122	Seattle-98122	GILL, GURJEET
Judy Clarke	9/6/2007 11:00	1101 4th Ave	Hotel Monaco	Sea/Tac Airport	Sea/Tac Airport	GILL, GURJEET
Mark Shughart	9/6/2007 11:10	121 vine st	Seattle-98121	Seattle-Tacoma Int'l Airport	Seattle-Tacoma Int'l Airport	GILL, GURJEET
Abigail Blair	9/6/2007 11:57		Seattle-Tacoma Int'l Airport	Hilton (was Doubletree) Bellevue	Hilton (was Doubletree) Bellevue	GILL, GURJEET
John Short	9/6/2007 12:01		Seattle-Tacoma Int'l Airport	Red Lion Bellevue	Red Lion Bellevue	GILL, GURJEET
LES LEE	9/7/2007 2:30	1928 MCDUGALL AVE.	Everett-98201	Seattle-Tacoma Int'l Airport	Seattle-Tacoma Int'l Airport	GILL, GURJEET

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Trevis Breedren	9/7/2007 2:35	224 128th St SW	Motel 6-Everett	Sea/Tac Airport	GILL, GURJEET
Rita Forester	9/7/2007 2:45	16721 Meridian Ave N	Seattle-98133	Sea/Tac Airport	GILL, GURJEET
Florence Albano	9/7/2007 5:00	4118 E McGilvra St	Seattle-98112	Sea/Tac Airport	GILL, GURJEET
Herbert Tsuchiya	9/7/2007 5:40	2499 S Edmunds St	Seattle-98108	Sea/Tac Airport	GILL, GURJEET
Lynn Couch Mr	9/7/2007 5:40	2512 22nd Ave E	Seattle-98112	Sea/Tac Airport	GILL, GURJEET
John Hepler	9/7/2007 5:40	1457 E Mercer St	Seattle-98112	Sea/Tac Airport	GILL, GURJEET
John Mcabee	9/7/2007 6:34	2651 NW 57th St	Sea/Tac Airport	Seattle-98103	GILL, GURJEET
Amy Seymour	9/7/2007 8:00	9533 6th Avenue, NW	Seattle-98107	Sea/Tac Airport	GILL, GURJEET
Benjamin Sheppard	9/7/2007 8:00	Seattle, WA 98117	Seattle-98117	Sea/Tac Airport	GILL, GURJEET
Angela Rux	9/7/2007 8:00	2411 NW 58th St	Seattle-98107	Sea/Tac Airport	GILL, GURJEET
Caecae Creveling	9/7/2007 8:15	1818 6th Ave W	Seattle-98119	Sea/Tac Airport	GILL, GURJEET
John Coy	9/7/2007 9:11		Sea/Tac Airport	Hampton Inn	GILL, GURJEET
Delta Airlines Flight C	9/7/2007 9:55	515 Madison St	Madison Renaissance	Sea/Tac Airport	GILL, GURJEET
Josephine Camacho	9/7/2007 10:43		Sea/Tac Airport	Federal Way-98023	GILL, GURJEET
Paul Vazz	9/7/2007 11:53		Sea/Tac Airport	Executive Pacific Plaza Hotel	GILL, GURJEET
Adrian Peyton	9/7/2007 11:54		Sea/Tac Airport	Grand Hyatt-Seattle	GILL, GURJEET
Dawne Pollard	9/7/2007 11:59		Sea/Tac Airport	Courtyard By Marriott-Seattle	GILL, GURJEET
Melvin Seawright	9/7/2007 12:02		Sea/Tac Airport	Holland Cruise Line (HAL)	GILL, GURJEET
Jackson Lee	9/7/2007 12:04		Sea/Tac Airport	Sea/Tac Airport	GILL, GURJEET
Carol Morgan	9/8/2007 2:35	8520 5th Ave W	Everett-98204	Sea/Tac Airport	GILL, GURJEET
Evangeline Stewart	9/8/2007 3:00	4828 Pointes Dr	Mukilteo-98275	Sea/Tac Airport	GILL, GURJEET
John Roberts	9/8/2007 3:10	18417 61st Pl W	Lynnwood-98037	Sea/Tac Airport	GILL, GURJEET
Jerry Luengen	9/8/2007 3:30		Sea/Tac Airport	Federal Way-98023	GILL, GURJEET
Esther Cade	9/8/2007 3:40		Sea/Tac Airport	Tacoma-98404	GILL, GURJEET
Linda Pflug	9/8/2007 5:30	924 N G* St	Sea/Tac Airport	Pike Street Suites	GILL, GURJEET
Dean Maschka	9/8/2007 5:57		Sea/Tac Airport	Sea/Tac Airport	GILL, GURJEET
Michele Charvet	9/8/2007 7:20	235 Bellevue Ave E	Seattle-98102	Sea/Tac Airport	GILL, GURJEET
Janice conway	9/8/2007 7:45	2431 E Marginal Way S	Pier 30	Sea/Tac Airport	GILL, GURJEET
Rogers	9/8/2007 8:45	2431 E Marginal Way S	Pier 30	Sea/Tac Airport	GILL, GURJEET
Frazzell	9/8/2007 8:45	2431 E Marginal Way S	Pier 66	Sea/Tac Airport	GILL, GURJEET
Tiffin	9/8/2007 8:45	2201 Alaskan Way -Pier 66	Pier 66	Sea/Tac Airport	GILL, GURJEET
Copel	9/8/2007 8:45	2201 Alaskan Way -Pier 66	Pier 66	Sea/Tac Airport	GILL, GURJEET
Kludler	9/8/2007 8:45	2201 Alaskan Way -Pier 66	Pier 66	Sea/Tac Airport	GILL, GURJEET
American Airlines Flig	9/8/2007 9:13		Sea/Tac Airport	Sheraton	GILL, GURJEET
Evelynne Hunt	9/8/2007 10:18		Sea/Tac Airport	Nonvegian Cruise Lines (NCL)	GILL, GURJEET
Joel Bittler	9/8/2007 10:25		Sea/Tac Airport	Pier 66	GILL, GURJEET
Ed & Gloria Balibier	9/8/2007 10:35		Sea/Tac Airport	Princess Cruise Line (PCL)	GILL, GURJEET
Bonnie Plumb	9/8/2007 10:40	2431 E Marginal Way S	Pier 30	Sea/Tac Airport	GILL, GURJEET
Jill Cliffo	9/8/2007 11:00	2201 Alaskan Way -Pier 66	Pier 66	Sea/Tac Airport	GILL, GURJEET
John Hurlford	9/8/2007 11:44		Sea/Tac Airport	Seattle-Tacoma Int'l Airport	GILL, GURJEET
Rey Mirande	9/8/2007 11:55	2431 E Marginal Way S	Pier 30	Sea/Tac Airport	GILL, GURJEET
Joe Diaz	9/8/2007 12:03		Sea/Tac Airport	Red Lion Hotel On Fifth Avenue	GILL, GURJEET
Anthony Bell	9/8/2007 12:05		Sea/Tac Airport	Sea/Tac Airport	GILL, GURJEET
Vince Werner	9/11/2007 2:45	22920 35th Ave W	Lynnwood-98036	Sea/Tac Airport	GILL, GURJEET
Mary-Ann Hollenhorst	9/11/2007 2:50	Brier, WA 98036	Lynnwood-98037	Sea/Tac Airport	GILL, GURJEET
Ronald Massey	9/11/2007 3:00	17828 Larch Way	Mountlake Terrace-98043	Sea/Tac Airport	GILL, GURJEET
Raj Chalhani	9/11/2007 4:45	4802 241st St SW	Redmond-98052	Sea/Tac Airport	GILL, GURJEET
Minh Tran Mr	9/11/2007 6:55	9222 181st Ave NE	Mukilteo-98275	Sea/Tac Airport	GILL, GURJEET
John Reed	9/11/2007 7:30	4856 Pointes Dr	Lynnwood-98087	Sea/Tac Airport	GILL, GURJEET
Richard Perovial	9/11/2007 7:30	3816 156th St SW	Edmonds-98026	Sea/Tac Airport	GILL, GURJEET
Shirley Foresgren	9/11/2007 7:30	21109 77th Pl W	Edmonds-98020	Sea/Tac Airport	GILL, GURJEET
		718 9th Avenue South		Seattle-Tacoma Int'l Airport	GILL, GURJEET

Gail Olson	9/11/2007 9:47	19004 90th PI NE	Sea/Tac Airport	10232 Ne 198th St	Bothell-98011	Seattle-Tacoma Intl Airport	GILL, GURJEET
Cynthia Bennett	9/11/2007 11:10	10032 126th Ave NE	Bothell-98011		Seattle-Tacoma Intl Airport		GILL, GURJEET
Paul Tallierico	9/11/2007 12:20		Kirkland-98033	212th St SW and Hwy 99	Seattle-Tacoma Intl Airport		GILL, GURJEET
Larry Davis	9/11/2007 12:16		Sea/Tac Airport	307 Bell St	Edmonds-98020		GILL, GURJEET
Sally Wilbur	9/11/2007 12:18		Sea/Tac Airport	9814 228th Pl SW	Edmonds-98020		GILL, GURJEET
Bill McGann	9/11/2007 12:20		Seattle-Tacoma Intl Airport	Edmonds, WA 98020	Edmonds-98020		GILL, GURJEET
Burton Bigoney	9/11/2007 12:20		Sea/Tac Airport	837 NE 67th St.	Seattle-98115		GILL, GURJEET
Mark Stigrist	9/12/2007 2:20	8828 238th St SW	Edmonds-98026		Seattle-Tacoma Intl Airport		GILL, GURJEET
Carlos Aguilar	9/12/2007 2:30	6701 178th Pl SW	Lynnwood-98037		Sea/Tac Airport		GILL, GURJEET
Brooke Townsend	9/12/2007 2:50	510 Forsythe Ln	Edmonds-98020		Sea/Tac Airport		GILL, GURJEET
Tricia-Nicole Noland	9/12/2007 3:00	817 Poplar Way	Edmonds-98020		Seattle-Tacoma Intl Airport		GILL, GURJEET
Robert Follis	9/12/2007 4:35	3229 27th Ave W	Seattle-98199		Sea/Tac Airport		GILL, GURJEET
joy das gupta	9/12/2007 4:45	3621 40th Avenue W	Seattle-98199		Seattle-Tacoma Intl Airport		GILL, GURJEET
		Lowell Apartments					
		1102 8th Avenue					
Kim Liggins	9/12/2007 5:05		Seattle-98101		Seattle-Tacoma Intl Airport		GILL, GURJEET
Travis Smith	9/12/2007 5:10	2000 6th Ave	Sixth Ave Motor Inn		Sea/Tac Airport		GILL, GURJEET
Clyde Grant	9/12/2007 7:00	3105 Pine St	Holiday Inn-Everett		Sea/Tac Airport		GILL, GURJEET
Robert Lambertson	9/12/2007 7:25	747 75th St SE	Everett-98203		Sea/Tac Airport		GILL, GURJEET
Eric Quinn	9/12/2007 7:30	8600 18th Ave W	Everett-98204		Seattle-Tacoma Intl Airport		GILL, GURJEET
Robert Hicks	9/12/2007 9:55	3201 Smith Ave	Everett Station		Sea/Tac Airport		GILL, GURJEET
Chris Giles Ms	9/12/2007 10:00	3105 Pine St	Holiday Inn-Everett		Sea/Tac Airport		GILL, GURJEET
Dawn Young	9/12/2007 10:05	2800 Pacific Ave	Cascadia Inn BW		Sea/Tac Airport		GILL, GURJEET
Nancy Young	9/12/2007 10:15	101 128th St SE	Quality Inn-Everett	19332 36th Ave W	Sea/Tac Airport		GILL, GURJEET
Nissar Ahmed	9/12/2007 11:51		Sea/Tac Airport	12201 Highway 99	Sea/Tac Airport		GILL, GURJEET
Sebastian Fuchs	9/12/2007 11:56		Sea/Tac Airport	12201 Highway 99	Alderwood Inn-BW		GILL, GURJEET
Velonia Harris	9/12/2007 12:07		Seattle-Tacoma Intl Airport	6017 244th St SW	Cruise America		GILL, GURJEET
Danielle Frazel	9/13/2007 2:30	429 NE 190th PL	Seattle-98155		Studio Six		GILL, GURJEET
Shirley Urban	9/13/2007 2:30	6820 192nd Pl SW	Lynnwood-98036		Seattle-Tacoma Intl Airport		GILL, GURJEET
Alan Wolffla	9/13/2007 2:50	12629 10th Ave NE	Seattle-98125		Sea/Tac Airport		GILL, GURJEET
Casey McLaughlin	9/13/2007 3:10	12062 Pinehurst Wy NE	Seattle-98125		Sea/Tac Airport		GILL, GURJEET
Robin Irvin	9/13/2007 4:45	1906 Melvin Ave	Everett-98203		Sea/Tac Airport		GILL, GURJEET
Sally Wilbur	9/13/2007 4:50	307 Bell St	Edmonds-98020		Sea/Tac Airport		GILL, GURJEET
Nicolaus Kogon	9/13/2007 5:10	20319 92nd Ave W	Edmonds-98020		Sea/Tac Airport		GILL, GURJEET
Cheryl Hay	9/13/2007 5:10	350 Caspers St	Edmonds-98020		Sea/Tac Airport		GILL, GURJEET
Barbara Fitzgerald	9/13/2007 6:08		Sea/Tac Airport	6321 NE 175th Street	Kenmore Aire Lake Wash.		GILL, GURJEET
Katherine Vess	9/13/2007 7:45	11920 NE 195th St	Residence Inn-Bothell		Sea/Tac Airport		GILL, GURJEET
Sandeep Verma	9/13/2007 7:45	24024 41st Ave SE	Bothell-98021		Sea/Tac Airport		GILL, GURJEET
Rosamond Brown	9/13/2007 8:00	13005 NE 94th St	Kirkland-98033		Sea/Tac Airport		GILL, GURJEET
John Gobel	9/13/2007 8:35	177 107th Ave NE	Bellevue-98004		Sea/Tac Airport		GILL, GURJEET
Delta Airlines Flight C	9/13/2007 9:55	515 Madison St	Madison Renaissance		Sea/Tac Airport		GILL, GURJEET
Kurt Brendley	9/13/2007 11:09		Sea/Tac Airport	4707 12th Ave. NE	Seattle-98105		GILL, GURJEET
Larry Asile	9/13/2007 11:11		Sea/Tac Airport	4725 25th Ave NE	Travelodge-University		GILL, GURJEET
Lana Boone	9/13/2007 11:13		Seattle-Tacoma Intl Airport	932 16th Ave	Seattle-98122		GILL, GURJEET
Kathy Mathers	9/14/2007 2:05	1401 Merrill Creek Pkwy	Everett-98203		Sea/Tac Airport		GILL, GURJEET
Barbara May	9/14/2007 2:15	2628 Hoyt Ave	Everett-98201		Sea/Tac Airport		GILL, GURJEET
		18501 52nd Ave W					
Sheldon Jacobson	9/14/2007 2:30		Lynnwood-98037		Sea/Tac Airport		GILL, GURJEET
Dan Shepherd	9/14/2007 3:00	22811 Lakeview Dr	Mountlake Terrace-98043		Sea/Tac Airport		GILL, GURJEET
Dennis Bousquet	9/14/2007 3:32		Sea/Tac Airport	23832 74th AVE W	Edmonds-98026		GILL, GURJEET
Terry Tompkins	9/14/2007 4:45	6615 commercial ave	Everett-98203		Sea/Tac Airport		GILL, GURJEET

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Margaux Gillespie	9/14/2007 5:20	5504 220th St SW	Mountlake Terrace-98043	Sea/Tac Airport	GILL, GURJEET
Viol Hirsch	9/14/2007 5:40	24303 59th Ave W	Mountlake Terrace-98043	Seattle-Tacoma Int'l Airport	GILL, GURJEET
John Resha	9/14/2007 5:40	19037 47th Pl NE	Seattle-98155	Sea/Tac Airport	GILL, GURJEET
Mike Brownfield	9/14/2007 6:04		6227 Francis Loop SE	Auburn-98092	GILL, GURJEET
Karen Pike	9/14/2007 7:45	18321 149th Ave SE	Renton-98058	Sea/Tac Airport	GILL, GURJEET
Valerie Kok	9/14/2007 7:55	20427 SE 192nd Street	Renton-98058	Seattle-Tacoma Int'l Airport	GILL, GURJEET
		2300 Benson Rd. So. □			
Judy Cyphers	9/14/2007 8:05	Renton, WA 98055	Renton-98055	Seattle-Tacoma Int'l Airport	GILL, GURJEET
Sandy Travis	9/14/2007 10:00		Pier 66	Kent-98032	GILL, GURJEET
Celine Santiago	9/14/2007 10:30	16926 SE 327th Pl	Auburn-98092	Pier 66	GILL, GURJEET
Lee McNutt	9/14/2007 11:41		Seattle-Tacoma Int'l Airport	Inn at Virginia Mason	GILL, GURJEET
Ming Jiang	9/14/2007 11:42		Sea/Tac Airport	Mayflower Park Hotel	GILL, GURJEET
Gary Entwistle	9/14/2007 11:45		Sea/Tac Airport	Coleman Dock-Pier 52	GILL, GURJEET
Susan Halas	9/15/2007 6:50	19406 82nd PL W	Edmonds-98026	Sea/Tac Airport	GILL, GURJEET
Heiga Kash	9/15/2007 6:55	5500 Harbour Pt Blvd #c-204	Mukilteo-98275	Sea/Tac Airport	GILL, GURJEET
Marlene Constance	9/15/2007 7:05	19825 18th Ave NW	Seattle-98177	Sea/Tac Airport	GILL, GURJEET
Christina Tolman	9/15/2007 7:25	20033 Bagley Dr N	Seattle-98133	Sea/Tac Airport	GILL, GURJEET
David Kimmel	9/15/2007 9:00	2431 E Marginal Way S	Pier 30	Seattle-Tacoma Int'l Airport	GILL, GURJEET
Kerry Guthrie	9/15/2007 9:40	2431 E Marginal Way S	Pier 30	Sea/Tac Airport	GILL, GURJEET
Carolyn Wallesen	9/15/2007 10:50		Sea/Tac Airport	Sea/Tac Airport	GILL, GURJEET
David Pierce	9/15/2007 10:52		Seattle-Tacoma Int'l Airport	2201 Alaskan Way -Pier 66	GILL, GURJEET
Peter Sheldon	9/15/2007 10:55		Sea/Tac Airport	2201 Alaskan Way -Pier 66	GILL, GURJEET
Thal Critchfield	9/15/2007 12:10		Sea/Tac Airport	Coleman Dock Pier 52	GILL, GURJEET
Kathy Lim	9/15/2007 12:19		Sea/Tac Airport	Seattle-98115	GILL, GURJEET
GayLynn Smith	9/15/2007 16:00	2431 E Marginal Way S-Pier 30	Princess Cruise Line (PCL)	Seattle-98105	GILL, GURJEET
Terrance Doocoy	9/18/2007 2:15	2501 Colby Ave. #12	Everett-98201	Sea/Tac Airport	GILL, GURJEET
		3015 15th st□			
Ben Smith	9/18/2007 2:30	9900 12th Ave W	Everett-98201	Seattle-Tacoma Int'l Airport	GILL, GURJEET
Frank Cucker	9/18/2007 2:35		Everett-98204	Sea/Tac Airport	GILL, GURJEET
		□			
Tricia Rebelo	9/18/2007 5:00	11721 NE 131st Place□	Kirkland-98034	Seattle-Tacoma Int'l Airport	GILL, GURJEET
		Kirkland WA 98034			
Ed Dodds	9/18/2007 5:15	9607 117th Place NE□	Kirkland-98033	Seattle-Tacoma Int'l Airport	GILL, GURJEET
Verma M. Davis	9/18/2007 5:40	Kirkland, WA 98033	Redmond-98052	Sea/Tac Airport	GILL, GURJEET
Ann Burnet	9/18/2007 7:40	6688 137th Pl NE	Mountlake Terrace-98043	Sea/Tac Airport	GILL, GURJEET
		22703 Lakeview Dr			
		P. Salisbury□			
		2231 95th Pl., S.E.□			
Kenneth Reisch	9/18/2007 7:45	Everett, WA 98208	Everett-98208	Seattle-Tacoma Int'l Airport	GILL, GURJEET
		18045 7th Ave NE□			
Patsy Valalik	9/18/2007 7:55	Shoreline, WA	Seattle-98155	Seattle-Tacoma Int'l Airport	GILL, GURJEET
Charles MacIntire	9/18/2007 8:44		Sea/Tac Airport	Lynnwood-98036	GILL, GURJEET
Ashley Berthelsen	9/18/2007 8:47		Sea/Tac Airport	Everett Station	GILL, GURJEET
David Sanchez	9/18/2007 8:53		Everett-98208	Sea/Tac Airport	GILL, GURJEET
Steve Ha	9/18/2007 10:00	12609 38th Ave SE	Everett-98208	Sea/Tac Airport	GILL, GURJEET
John Stenhiem	9/18/2007 10:20	4118 125th St SE	Sea/Tac Airport	Sea/Tac Airport	GILL, GURJEET
Scott McPhee	9/18/2007 11:28		Sea/Tac Airport	Seattle-98103	GILL, GURJEET
Victoria and Melissa Bliad	9/18/2007 11:42		Sea/Tac Airport	Seattle-98117	GILL, GURJEET
Juliet Fortney	9/19/2007 3:00	4702 242nd St SW	Mountlake Terrace-98043	Sea/Tac Airport	GILL, GURJEET
Theresa Rindo	9/19/2007 3:05	14040 15th Ave. NE	Seattle-98125	Sea/Tac Airport	GILL, GURJEET
Bernice P Green	9/19/2007 3:10	23305 54th Ave W	Mountlake Terrace-98043	Seattle-Tacoma Int'l Airport	GILL, GURJEET
		13343 3rd Ave NE	Seattle-98125	Sea/Tac Airport	GILL, GURJEET
		15631 173rd Ave NE□			
Stephen Syskyl	9/19/2007 5:10	Woodinville, WA 98072	Woodinville-98072	Seattle-Tacoma Int'l Airport	GILL, GURJEET

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Loi Nguyen	9/26/2007 11:42	3605 NE 155th St.	Sea/Tac Airport	702 N 128th St	Seattle-98133	GILL, GURJEET
Thomas Pavelitz	9/27/2007 3:00	11553 23rd Avenue NE	Seattle-98155		Sea/Tac Airport	GILL, GURJEET
Edward Ujhe	9/27/2007 3:30	Seattle, WA 98125	Seattle-98125		Seattle-Tacoma Int'l Airport	GILL, GURJEET
Ron Murphy	9/27/2007 3:35	3716 NE 75th Street	Seattle-98115		Seattle-Tacoma Int'l Airport	GILL, GURJEET
Tim Sennett	9/27/2007 5:00	1738 NW 62nd St	Seattle-98107		Sea/Tac Airport	GILL, GURJEET
Susan Anderson	9/27/2007 5:15	Seattle, WA 98107	Seattle-98107		Seattle-Tacoma Int'l Airport	GILL, GURJEET
David Stamford	9/27/2007 5:20	2533 Piedmont PL W	Seattle-98199		Seattle-Tacoma Int'l Airport	GILL, GURJEET
Chris Meade	9/27/2007 7:30	1107 NW 56th St	Seattle-98107		Seattle-Tacoma Int'l Airport	GILL, GURJEET
Andrea Bobb	9/27/2007 7:30	2301 8th Ave	Best Western Loyal Inn		Sea/Tac Airport	GILL, GURJEET
Ian dibols	9/27/2007 7:40	2300 Elliott Ave	Seattle-98121		Sea/Tac Airport	GILL, GURJEET
Felix Okocha	9/27/2007 9:20	upon arrival @ my home please c	Seattle-98121		Seattle-Tacoma Int'l Airport	GILL, GURJEET
Grace Yount	9/27/2007 9:50	9325 10th Ave SE	Everett-98208		Sea/Tac Airport	GILL, GURJEET
Jennifer McInerney	9/27/2007 11:02	17502 102nd Ave NE	Bothell-98011	10805 NE 149th Street	Bothell-98011	GILL, GURJEET
Charles Nichol	9/27/2007 11:18		Sea/Tac Airport	31 Glacier Key	Bothell-98021	GILL, GURJEET
Bryan Sparrowhawk	9/27/2007 11:19		Sea/Tac Airport	2222 222nd St SE	Bothell-98021	GILL, GURJEET
Chris Clasen	9/28/2007 2:50	1401 Merrill Creek Parkway	Everett-98203		Sea/Tac Airport	GILL, GURJEET
Greg Vargas	9/28/2007 2:55	2000 West Marine View Dr	Edmonds-98026		Sea/Tac Airport	GILL, GURJEET
Mardi Eislip	9/28/2007 3:00	13229 59th Avenue West	Seattle-98107		Seattle-Tacoma Int'l Airport	GILL, GURJEET
Jennifer Haddon	9/28/2007 5:50	5501 32nd Ave NW	Hotel Andra		Sea/Tac Airport	GILL, GURJEET
Edward Money	9/28/2007 5:50	2000 4th Ave	Ramada Inn-Downtown		Sea/Tac Airport	GILL, GURJEET
Stephen Parnell	9/28/2007 5:50	2200 5th Ave	Vintage Park Hotel		Sea/Tac Airport	GILL, GURJEET
John Tyler	9/28/2007 6:05	1100 5th Ave	Seattle-98104		Sea/Tac Airport	GILL, GURJEET
Holly Sprague	9/28/2007 6:10	200 5th Ave S	Woodinville-98072		Sea/Tac Airport	GILL, GURJEET
Mike Cate	9/28/2007 7:55	20006 163rd Ave NE	Cariton Inn		Sea/Tac Airport	GILL, GURJEET
Greg Rowe	9/28/2007 8:35	12233 NE Totem Lake Way	Mukilteo-98275		Sea/Tac Airport	GILL, GURJEET
William Eichenberger	9/28/2007 11:15	4632 Camden Place	Edmonds-98026		Sea/Tac Airport	GILL, GURJEET
Mele Mar	9/28/2007 11:20	7714 198th St. SW	Mukilteo-98275		Sea/Tac Airport	GILL, GURJEET
Gale Guerard	9/28/2007 11:30	5300 Harbour Pointe Blvd	Sea/Tac Airport	6025 96th St SW	Mukilteo-98275	GILL, GURJEET
Deb Varner	9/28/2007 12:16		Seattle-Tacoma Int'l Airport	16247 9th Ave NE	Seattle-98155	GILL, GURJEET
timothy sweeney	9/28/2007 12:32		Seattle-98103	916 Pacific Ave	Everett-98201	GILL, GURJEET
Dr Thomas Beck	9/29/2007 2:40	4649 Sunnyside Ave N	Seattle-98103		Sea/Tac Airport	GILL, GURJEET
CATHERINE CORLE	9/29/2007 2:55	805 W. CROCKETT	Seattle-98119		Sea/Tac Airport	GILL, GURJEET
Randall & Rita Kelley	9/29/2007 3:15	SEATTLE, WA 98119	Seattle-98104		Sea/Tac Airport	GILL, GURJEET
		521 S Weller St				
		517 Slater St South				
		Kirkland, WA 98033				
		(At the corner where Slater turns				
		into Alexander)				
Benjamin Gradle	9/29/2007 5:15	10419 115th PL NE	Kirkland-98033		Seattle-Tacoma Int'l Airport	GILL, GURJEET
Karen Stedman	9/29/2007 5:20	625 116th Ave NE	Kirkland-98033		Sea/Tac Airport	GILL, GURJEET
Mario Tedesco	9/29/2007 5:45	989 112th Ave NE	Coast Hotel		Sea/Tac Airport	GILL, GURJEET
Luis Blencourt-Ernilio	9/29/2007 5:50	300 112th Ave SE	Hilton (was Doubletree)		Sea/Tac Airport	GILL, GURJEET
Don Decario	9/29/2007 6:00	Providence Hospital (Everett)	Sea/Tac Airport		Sea/Tac Airport	GILL, GURJEET
Sharon Durcan	9/29/2007 6:17	1321 Colby Avenue	Sea/Tac Airport		Sea/Tac Airport	GILL, GURJEET
Gerry Picha, Ms	9/29/2007 6:19	Everett, WA	Sea/Tac Airport		Sea/Tac Airport	GILL, GURJEET
Ed Ferrigan	9/29/2007 7:45		Everett-98204		Sea/Tac Airport	GILL, GURJEET
Rick Wiliminko	9/29/2007 7:55	1430 W. Casino Rd., Bldg 1, #11	Everett-98204		Sea/Tac Airport	GILL, GURJEET
Sheri Tilly	9/29/2007 8:05	5134 Elm St	Everett-98203		Sea/Tac Airport	GILL, GURJEET

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**Van IC Pick-up / Drop-off Data**

Period Sep-07

Charles Eagan

DRIVER

NAME	PICK-UP TIME	PICK-UP ADDRESS	PICK-UP LOCATION	DROP-OFF ADDRESS	DROP-OFF LOCATION	DRIVER
April Frey	9/1/2007 4:00	24415 Russell Rd	Best Western by the Green		Sea/Tac Airport	EAGAN, CHARLES
Rebecca Buchanan	9/1/2007 5:10	1409 S Hanford St	Seattle-98144		Sea/Tac Airport	EAGAN, CHARLES
Shirley Young	9/1/2007 5:30	9620 56th Ave. So.	Seattle-98118	3105 Pine St	Seattle-Tacoma Int'l Airport	EAGAN, CHARLES
Randy Lyons	9/1/2007 6:03	7711 NE 175th St	Sea/Tac Airport		Holiday Inn-Everett	EAGAN, CHARLES
Gabriel Maroney	9/1/2007 7:30	4804 224th St SE	Kenmore-98028		Sea/Tac Airport	EAGAN, CHARLES
Adam Bernstein	9/1/2007 7:35	9429 NE 37th Place	Bothell-98021		Seattle-Tacoma Int'l Airport	EAGAN, CHARLES
Patricia Fellin	9/1/2007 8:00	9923 Lk Washington Blvd. N.E.	Bellevue-98004		Seattle-Tacoma Int'l Airport	EAGAN, CHARLES
Audrey Goldman	9/1/2007 8:05		Bellevue-98004		Seattle-Tacoma Int'l Airport	EAGAN, CHARLES
Todd Mason	9/1/2007 9:10		Sea/Tac Airport	16633 NE 118th Way	Redmond-98052	EAGAN, CHARLES
Delta Airlines Flight Cre	9/1/2007 10:55	515 Madison St	Madison Renaissance (Exclusive Service Only)		Sea/Tac Airport	EAGAN, CHARLES
Ken Landgern	9/1/2007 11:43		Sea/Tac Airport	1415 5th Ave	Red Lion Hotel On Fifth Avenue	EAGAN, CHARLES
Jerad Morris	9/1/2007 11:45		Sea/Tac Airport	1100 Broadway	Silver Cloud-Broadway	EAGAN, CHARLES
Allie Owens	9/1/2007 11:47		Sea/Tac Airport	1415 5th Ave	Red Lion Hotel On Fifth Avenue	EAGAN, CHARLES
William Downey	9/1/2007 11:56		Sea/Tac Airport	1415 5th Ave	Red Lion Hotel On Fifth Avenue	EAGAN, CHARLES
Douglas Collins	9/1/2007 13:30	5749 31st Ave NE	Seattle-98105		Sea/Tac Airport	EAGAN, CHARLES
Slimane Bekki	9/1/2007 13:30	4000 University Way NE	College Inn		Sea/Tac Airport	EAGAN, CHARLES
Rose Van Pembroke	9/1/2007 14:00	453 27th Ave E.	Seattle-98112		Sea/Tac Airport	EAGAN, CHARLES
George Webb	9/1/2007 14:28		Sea/Tac Airport	26524 128th Ave SE	Kent-98030	EAGAN, CHARLES
Frank Brown	9/2/2007 4:00	8002 145th ST E	Puyallup-98375		Sea/Tac Airport	EAGAN, CHARLES
Judy Furlong	9/2/2007 5:50	16606 35th Ave SE	Mill Creek-98012		Sea/Tac Airport	EAGAN, CHARLES
Scott Arendt	9/2/2007 6:10	18930 Bothell-Everett Hwy	Mill Creek-98012		Sea/Tac Airport	EAGAN, CHARLES
Harshman	9/2/2007 7:50	2201 Alaskan Way -Pier 66	Pier 66		Sea/Tac Airport	EAGAN, CHARLES
Tourell	9/2/2007 7:50	2201 Alaskan Way -Pier 66	Pier 66		Sea/Tac Airport	EAGAN, CHARLES
hurwitz	9/2/2007 7:50	2201 Alaskan Way -Pier 66	Pier 66		Sea/Tac Airport	EAGAN, CHARLES
Marisa Harrington	9/2/2007 8:30	2201 Alaskan Way -Pier 66	Pier 66		Sea/Tac Airport	EAGAN, CHARLES
Sharon Golston	9/2/2007 10:10	2201 Alaskan Way -Pier 66	Norwegian Cruise Lines (NCL)		Seattle-Tacoma Int'l Airport	EAGAN, CHARLES
David James	9/2/2007 10:45	2201 Alaskan Way -Pier 66	Sea/Tac Airport	6709 11th Ave NW	Seattle-98117	EAGAN, CHARLES
Paul Choung	9/2/2007 11:40	2201 Alaskan Way -Pier 66	Pier 66		Seattle-Tacoma Int'l Airport	EAGAN, CHARLES
Brian Held	9/2/2007 12:22		Sea/Tac Airport	1505 S 328th St	Federal Way-98003	EAGAN, CHARLES
Janet Rice	9/2/2007 12:26		Sea/Tac Airport	1717 Market St	Tacoma-98402	EAGAN, CHARLES
Charles Kendall	9/3/2007 3:55	1719 Riverview Drive NE	Auburn-98002		Seattle-Tacoma Int'l Airport	EAGAN, CHARLES
Tim Albanese	9/3/2007 5:15	19928 83rd PL NE	Kenmore-98028		Seattle-Tacoma Int'l Airport	EAGAN, CHARLES
Sarah Bellac	9/3/2007 5:55	208 19th Avenue	Kirkland-98033		Seattle-Tacoma Int'l Airport	EAGAN, CHARLES
Mel poon	9/3/2007 6:05	5535 Lake Washington Blvd	Kirkland-98033		Seattle-Tacoma Int'l Airport	EAGAN, CHARLES
Samuel Bourne	9/3/2007 9:25	400 Spring Street	Executive Pacific Plaza Hotel		Seattle-Tacoma Int'l Airport	EAGAN, CHARLES
Ben Peterson	9/3/2007 10:47		Sea/Tac Airport	8902 60th Ave E	Puyallup-98371	EAGAN, CHARLES
Glenn Wright	9/6/2007 4:10	9314 Canyon Rd E	Puyallup-98371		Sea/Tac Airport	EAGAN, CHARLES
Harry Lehr	9/6/2007 4:45	30121 104th Avenue SE	Auburn-98092		Seattle-Tacoma Int'l Airport	EAGAN, CHARLES
Yungsu Wu Mr	9/6/2007 7:15	12730 60th Ave W	Mukiteo-98275		Seattle-Tacoma Int'l Airport	EAGAN, CHARLES
Jodelle Christman	9/6/2007 7:15	3805 164th Street SW	Lynnwood-98087		Seattle-Tacoma Int'l Airport	EAGAN, CHARLES
Adam Przybilla	9/6/2007 10:10	110 Cherry Street	Seattle-98104		Seattle-Tacoma Int'l Airport	EAGAN, CHARLES
Jerrl Glassman	9/6/2007 10:10	601 S Washington st	Seattle-98104		Seattle-Tacoma Int'l Airport	EAGAN, CHARLES
Chris Vitt	9/6/2007 10:15	925 Westlake Ave N	Courtyard By Marriott-Seattle		Sea/Tac Airport	EAGAN, CHARLES
Susan Rudolph-Loos	9/6/2007 10:35	75 South Main Street #311	Seattle-98104		Seattle-Tacoma Int'l Airport	EAGAN, CHARLES
Carol Peterson	9/6/2007 12:10	22210 53rd ave w	Mountlake Terrace-98043		Seattle-Tacoma Int'l Airport	EAGAN, CHARLES
Dave Ranases	9/6/2007 12:30	23207 46th Ave W	Mountlake Terrace-98043		Seattle-Tacoma Int'l Airport	EAGAN, CHARLES

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Rebecca Durham	9/6/2007 12:40	4228 Burke Ave N	Seattle-98103	Sea/Tac Airport	EAGAN, CHARLES
Patricia Fisher	9/7/2007 3:40	7054 81st St SW	Tacoma-98499	Sea/Tac Airport	EAGAN, CHARLES
Tim Mosterdyke	9/7/2007 4:10	3702 - 78th Ave. Ct. W	Tacoma-98466	Seattle-Tacoma Int'l Airport	EAGAN, CHARLES
Richard Rm # 322	9/7/2007 6:30	77 Yesler Way	Best Western Pioneer Square Hotel	Sea/Tac Airport	EAGAN, CHARLES
wendy rousalis	9/7/2007 7:00	Coleman Dock Pier 52	Bainbridge Island Ferry	Sea/Tac Airport	EAGAN, CHARLES
Susan Cook	9/7/2007 7:05	Coleman Dock Pier 52	Coleman Dock-Pier 52	Sea/Tac Airport	EAGAN, CHARLES
Peterson	9/7/2007 7:15	2431 E Marginal Way S	Pier 30	Sea/Tac Airport	EAGAN, CHARLES
Gaylon King	9/7/2007 10:39	2431 E Marginal Way S	Pier 30	Sea/Tac Airport	EAGAN, CHARLES
Annette Dreher	9/7/2007 10:39	11205 SE 208th St, Apt 21	Kent-98031	Sea/Tac Airport	EAGAN, CHARLES
Karen Brown	9/7/2007 12:20	12126 SE 313th Pl.	Sea/Tac Airport	Seattle-Tacoma Int'l Airport	EAGAN, CHARLES
Rod Claus	9/8/2007 3:55	29630 179th Pl SE	Auburn-98092	Sea/Tac Airport	EAGAN, CHARLES
Karen Woolhiser	9/8/2007 4:25	19021 SE 281st Place	Covington-98042	Sea/Tac Airport	EAGAN, CHARLES
Jeffrey Schwab	9/8/2007 6:35	1940 E. 66th Street	Covington-98042	Sea/Tacoma Int'l Airport	EAGAN, CHARLES
Eroon	9/8/2007 8:30	2431 E Marginal Way S	Tacoma-98404	Sea-Tac Airport	EAGAN, CHARLES
JULIE NIMTZ	9/8/2007 8:45	2201 Alaskan Way -Pier 66	Pier 66	Sea/Tac Airport	EAGAN, CHARLES
MERLIN TRIPP	9/8/2007 9:05	2431 E Marginal Way S	Pier 30	Sea-Tacoma Int'l Airport	EAGAN, CHARLES
Howard Norman	9/8/2007 10:36	2431 E Marginal Way S	Pier 30	Seattle-Tacoma Int'l Airport	EAGAN, CHARLES
Anthony Merani	9/8/2007 10:43	2201 Alaskan Way -Pier 66	Sea/Tac Airport	Edgewater	EAGAN, CHARLES
Anna Walker	9/8/2007 10:52	2431 E Marginal Way S	Sea/Tac Airport	Greyhound-Seattle	EAGAN, CHARLES
Mark Mummy	9/8/2007 10:53	2431 E Marginal Way S	Sea/Tac Airport	Pan Pacific Hotel	EAGAN, CHARLES
Anna Parmata	9/8/2007 12:15	2431 E Marginal Way S	Sea/Tac Airport	2125 Terry Ave	EAGAN, CHARLES
Ronald Blinford	9/8/2007 12:19	2431 E Marginal Way S	Sea/Tac Airport	Issaquah-98027	EAGAN, CHARLES
Dave Hickok	9/8/2007 14:19	2431 E Marginal Way S	Sea/Tac Airport	Renton-98059	EAGAN, CHARLES
Edward Dudek	9/9/2007 4:10	Camp Murray	Tacoma-98422	Tacoma-98422	EAGAN, CHARLES
Jack Hagey	9/9/2007 4:15	32128 18th Ave SW	Tacoma-98498	Sea/Tac Airport	EAGAN, CHARLES
Kiyotaka Ishida	9/9/2007 7:35	660 W Ewing	Federal Way-98023	Sea/Tac Airport	EAGAN, CHARLES
Henry Whiffen	9/9/2007 7:50	1112 4th Ave	Seattle-98119	Sea/Tac Airport	EAGAN, CHARLES
Karin Holder	9/9/2007 8:07	1112 4th Ave	W Hotel	Sea/Tac Airport	EAGAN, CHARLES
Nancy Champrs	9/9/2007 8:15	1800 Yale Ave	Sea/Tac Airport	Sea/Tac Airport	EAGAN, CHARLES
Cindy Murphy [2]	9/9/2007 9:10	Coleman Dock Pier 52	Spring Hill Suites-Seattle	Sea/Tac Airport	EAGAN, CHARLES
Steve Kingsley	9/9/2007 9:30	620 Stewart	Bainbridge Island Ferry	Sea/Tac Airport	EAGAN, CHARLES
Maggie(marjorie) Walke	9/9/2007 9:30	1221 Minor Ave	Hotel Max	Sea/Tac Airport	EAGAN, CHARLES
Robert Petr	9/9/2007 11:10	3105 Pine St	Seattle-98101	Sea/Tac Airport	EAGAN, CHARLES
Mandi Chesley	9/9/2007 12:06	3105 Pine St	Holiday Inn-Everett	Sea/Tac Airport	EAGAN, CHARLES
Lisa Northrup	9/9/2007 12:17	11904 Terry Lake Rd SW	Sea/Tac Airport	Sea/Tac Airport	EAGAN, CHARLES
Dave Aubel	9/9/2007 12:21	9527 55th Ave	Seattle-Tacoma Int'l Airport	Sea/Tac Airport	EAGAN, CHARLES
Raul Gonzalez	9/9/2007 12:22	1902 S. Yakima	Sea/Tac Airport	Sea/Tac Airport	EAGAN, CHARLES
Jiri Kralik	9/9/2007 12:28	74 East Road N	Sea/Tac Airport	Sea/Tac Airport	EAGAN, CHARLES
Rick Bryant	9/9/2007 14:46	7030 S Oakes St	Sea/Tac Airport	Sea/Tac Airport	EAGAN, CHARLES
Paul Scovel	9/10/2007 4:10	11904 Terry Lake Rd SW	Sea/Tac Airport	Sea/Tac Airport	EAGAN, CHARLES
Paul Carlin	9/10/2007 4:40	9527 55th Ave	Tacoma-98498	Sea/Tac Airport	EAGAN, CHARLES
Joel Morgan	9/10/2007 5:15	1902 S. Yakima	Tacoma-98499	Tacoma-98405	EAGAN, CHARLES
Louise Thomdike	9/10/2007 7:05	74 East Road N	Tacoma-98406	Tacoma-98406	EAGAN, CHARLES
Vicente Mendoza	9/10/2007 7:25	7030 S Oakes St	Tacoma-98409	Tacoma-98409	EAGAN, CHARLES
Kevin Hays	9/10/2007 8:47	11904 Terry Lake Rd SW	Sea/Tac Airport	Sea/Tac Airport	EAGAN, CHARLES
Gary Loth	9/10/2007 8:50	9527 55th Ave	Sea/Tac Airport	Sea/Tac Airport	EAGAN, CHARLES
Jerry Esch	9/10/2007 8:52	2437 NE Davis Loop	Sea/Tac Airport	Sea/Tac Airport	EAGAN, CHARLES
Mike Chen	9/10/2007 11:10	2637 234th Ave NE	Issaquah-98029	Sea/Tac Airport	EAGAN, CHARLES
Brian Lees	9/10/2007 11:15	2637 234th Ave NE	Sammamish-98074	Sea/Tac Airport	EAGAN, CHARLES
Continental Crew	9/10/2007 12:33	1415 5th Ave	Sea/Tac Airport	Red Lion Hotel On Fifth Avenue	EAGAN, CHARLES

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Robert MacNelly	9/20/2007 4:05	13016 SE 280th Pl	Kent-98030	Sea/Tac Airport	EAGAN, CHARLES
Linda Garland	9/20/2007 4:45	1308 Thomas Ln S	Renton-98055	Sea/Tac Airport	EAGAN, CHARLES
Ron Lester	9/20/2007 6:50	2710 W Manor Pl	Seattle-98109	Sea/Tac Airport	EAGAN, CHARLES
Shivonne Roberts	9/20/2007 7:50		Sea/Tac Airport	Renton-98057	EAGAN, CHARLES
Louise Sarbiewski	9/20/2007 9:25	14219 SE 201st St	Covington-98042	Sea/Tac Airport	EAGAN, CHARLES
Carol Olake	9/20/2007 9:45	6135 S 237th St	Kent-98032	Sea/Tac Airport	EAGAN, CHARLES
Eidith Douglas	9/20/2007 10:59		Sea/Tac Airport	Horizon Lines (Formerly CSX L)	EAGAN, CHARLES
Karen Nelson	9/20/2007 11:01		Sea/Tac Airport	Tacoma-98407	EAGAN, CHARLES
Timothy Hunt	9/21/2007 3:55	6134 S Cushman Ave	Tacoma-98408	Sea/Tac Airport	EAGAN, CHARLES
Robert Engle	9/21/2007 4:00	1536 S Geiger St	Tacoma-98465	Sea/Tac Airport	EAGAN, CHARLES
Sue Shelhorn	9/21/2007 6:00	9023 Mary Ave NW	Seattle-98117	Sea/Tac Airport	EAGAN, CHARLES
Bellinda Klingman	9/21/2007 6:20	726 N 66th St	Seattle-98103	Sea/Tac Airport	EAGAN, CHARLES
Anthony W Dougherty	9/21/2007 6:50	1707 3rd ave N	Seattle-98109	Sea/Tac Airport	EAGAN, CHARLES
Julia Lovett	9/21/2007 9:00	3852 NE 94th St	Seattle-98115	Sea/Tac Airport	EAGAN, CHARLES
Michael Kleinow	9/21/2007 9:30	1013 NE 40th Street	UW-APPLIED PHYSICS LAB	Seattle-Tacoma Int'l Airport	EAGAN, CHARLES
Margerie Manning	9/21/2007 9:30	1959 NE Pacific Street	UW-Medical Center	Sea/Tac Airport	EAGAN, CHARLES
Alpesh Vyas	9/21/2007 10:42		Seattle-Tacoma Int'l Airport	Sea/Tac Airport	EAGAN, CHARLES
Lauren van Huisstede	9/21/2007 10:54		Sea/Tac Airport	UW-Terry Hall	EAGAN, CHARLES
Michelle Yee	9/21/2007 10:59		Sea/Tac Airport	UW-McMahon Hall	EAGAN, CHARLES
JAYME CRESPO	9/21/2007 12:06		Sea/Tac Airport	17th Ave NE & NE 45th St	EAGAN, CHARLES
Catalina Bartlett	9/21/2007 13:05		Sea/Tac Airport	UW-Burke Museum	EAGAN, CHARLES
Patrick Snetsinger	9/21/2007 14:00		Sea/Tac Airport	Mediterranean Inn	EAGAN, CHARLES
Paul Akiyama	9/22/2007 4:05	505 1st Ave N	Inn at Queen Anne	Sea/Tac Airport	EAGAN, CHARLES
Rene Tillman Ms	9/22/2007 4:35	Coleman Dock Pier 52	Tacoma-98467	Sea/Tac Airport	EAGAN, CHARLES
Melinda Ackerman	9/22/2007 6:15	5010 95TH Ave. W	Tacoma-98407	Sea/Tac Airport	EAGAN, CHARLES
Ken Neufeld	9/22/2007 6:45	4502 N 31st St	Cascadia Inn BW	Sea/Tac Airport	EAGAN, CHARLES
brazely	9/22/2007 7:50	2800 Pacific Ave	Seattle-98155	Sea/Tac Airport	EAGAN, CHARLES
Ted Border	9/22/2007 9:36	309 NE 161st	Pier 66	Sea/Tac Airport	EAGAN, CHARLES
Joe & Jennifer Liu	9/22/2007 10:30	2201 Alaskan Way -Pier 66	Pier 66	Sea/Tac Airport	EAGAN, CHARLES
American Airlines Flight	9/22/2007 10:35	2201 Alaskan Way -Pier 66	Sheraton (Exclusive Service Only)	Sea/Tac Airport	EAGAN, CHARLES
Sharon Sommer	9/22/2007 11:35		Sea/Tac Airport	Pier 30	EAGAN, CHARLES
Jerry Kinder	9/22/2007 11:45		Sea/Tac Airport	2431 E Marginal Way S	EAGAN, CHARLES
Sylvia Witcher	9/22/2007 12:10		Sea/Tac Airport	2201 Alaskan Way -Pier 6 Pier 66	EAGAN, CHARLES
Monda Garcia	9/22/2007 12:57		Sea/Tac Airport	2201 Alaskan Way -Pier 6 Pier 66	EAGAN, CHARLES
Mary Kane	9/23/2007 4:30	23631 14th Ave S	Sea/Tac Airport	Sea/Tac Airport	EAGAN, CHARLES
Lynn Johnson	9/23/2007 4:30	308 Junction Blvd	Des Moines-98198	Puyallup-98371	EAGAN, CHARLES
Frank Sposati	9/23/2007 6:10	1400 6th St.	Auburn-98001	Auburn-98002	EAGAN, CHARLES
Steven Rose	9/23/2007 6:29		Seattle-98101	Sea/Tac Airport	EAGAN, CHARLES
Estelle Williams	9/23/2007 7:40	1716 S 85th St Ct	Tacoma-98444	Sea/Tac Airport	EAGAN, CHARLES
Mike Kander	9/23/2007 7:55	4006 Curran Ln W	Tacoma-98466	Sea/Tac Airport	EAGAN, CHARLES
Ronald Barin	9/23/2007 8:30	5700 Pacific Highway E	Emerald Queen Hotel & Casino	Sea/Tac Airport	EAGAN, CHARLES
B.J. Yeh	9/23/2007 10:00	9217 Mary Ave NW	Seattle-98117	Sea/Tac Airport	EAGAN, CHARLES
Cindy Hanover	9/23/2007 10:15	1415 5th Ave	Red Lion Hotel On Fifth Avenue	Sea/Tac Airport	EAGAN, CHARLES
Christy Watson	9/23/2007 10:30	1415 5th Ave	Red Lion Hotel On Fifth Avenue	Sea/Tac Airport	EAGAN, CHARLES
Rita Thacker	9/23/2007 11:30	2201 Alaskan Way-Pier 66	Norwegian Cruise Lines (NCL)	Sea/Tac Airport	EAGAN, CHARLES
Shirley Rowden	9/23/2007 12:50		Sea/Tac Airport	Seattle-Tacoma Int'l Airport	EAGAN, CHARLES
Kelli Barnes	9/24/2007 4:45		Sea/Tac Airport	Seattle-Tacoma Int'l Airport	EAGAN, CHARLES
Julie Cook	9/24/2007 4:15		Sea/Tac Airport	Seattle-98177	EAGAN, CHARLES
Air France [2]	9/24/2007 4:45		Sea/Tac Airport	Sea/Tac Airport	EAGAN, CHARLES
Tamlin Anderson	9/24/2007 4:45		Sea/Tac Airport	Sea/Tac Airport	EAGAN, CHARLES
Verbalene Vance	9/24/2007 5:40		Sea/Tac Airport	Sea/Tac Airport	EAGAN, CHARLES
Sarah Story			Sea/Tac Airport	Sea/Tac Airport	EAGAN, CHARLES

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Lynda Emel	9/24/2007 5:45	5702 26th Ave N.W.	Seattle-98107	Seattle-Tacoma Int'l Airport	EAGAN, CHARLES
Kenmore Air	9/24/2007 6:55	1947 S 369th St	Sea/Tac Airport	98362-Port Angeles	EAGAN, CHARLES
Gloria Ratcliffe	9/27/2007 4:45	1827 S. 380th Pl.	Federal Way-98003	Sea/Tac Airport	EAGAN, CHARLES
Karlee Furtwangler	9/27/2007 4:45	11717 28th Ave E	Federal Way-98003	Sea/Tac Airport	EAGAN, CHARLES
Joseph McGuire	9/27/2007 6:40	10111 Superior St SW	Tacoma-98445	Sea/Tac Airport	EAGAN, CHARLES
Mariene Anderson	9/27/2007 7:05	14155 5th Ave	Tacoma-98498	Sea/Tac Airport	EAGAN, CHARLES
Continental Crew	9/27/2007 9:30		Red Lion Hotel On Fifth Avenue	Sea/Tac Airport	EAGAN, CHARLES
Sue Butler	9/27/2007 10:35		Sea/Tac Airport	Comfort Suites-Roy St	EAGAN, CHARLES
ASHLEY CAMPBELL	9/27/2007 10:39		Seattle-Tacoma Int'l Airport	Sea/Tac Airport	EAGAN, CHARLES
American Airlines Flight	9/27/2007 11:55	1400 6th Ave	Sherraton (Exclusive Service Only)	PICK UP 9/27 AT AIRPOF Seattle-981104	EAGAN, CHARLES
Thomas Mccauley	9/27/2007 12:58		Sea/Tac Airport	Summer-98390	EAGAN, CHARLES
Dorisa Haley	9/28/2007 3:50	6425 S Cheyenne St	Tacoma-98409	Sea/Tac Airport	EAGAN, CHARLES
Kenneth Donahue	9/28/2007 3:55	611 Schuster Pkwy	Tacoma-98403	Sea/Tac Airport	EAGAN, CHARLES
Continental Crew	9/28/2007 5:03		Sea/Tac Airport	Red Lion Hotel On Fifth Avenue	EAGAN, CHARLES
Marilyn Lytle	9/28/2007 6:30	4118 42nd Ave NE	Seattle-98105	Sea/Tac Airport	EAGAN, CHARLES
Kathy Dugaw	9/28/2007 6:40	5834 NE 75th St	Seattle-98115	Sea/Tac Airport	EAGAN, CHARLES
Eric Perry	9/28/2007 7:15	2216 Minor Ave E	Seattle-98102	Sea/Tac Airport	EAGAN, CHARLES
Dustin Biggerstaff	9/28/2007 8:55	12404 East Gibson Rd #L-106	Everett-98204	Seattle-Tacoma Int'l Airport	EAGAN, CHARLES
Judy Peterson	9/28/2007 9:10	22423 98th Ave W	Edmonds-98020	Sea/Tac Airport	EAGAN, CHARLES
Lesly Kaplan	9/28/2007 9:15	23027 102nd Pl. W	Edmonds-98020	Sea/Tac Airport	EAGAN, CHARLES
Anne Bessey	9/28/2007 9:20	8537 2 Nd Ave NE	Seattle-98115	Sea/Tac Airport	EAGAN, CHARLES
Pamela Engle	9/28/2007 10:48		Sea/Tac Airport	Woodinville-98072	EAGAN, CHARLES
Derek Crawford	9/28/2007 10:50		Sea/Tac Airport	Hyatt Regency-Bellevue	EAGAN, CHARLES
Juan Martinez	9/28/2007 10:56		Sea/Tac Airport	Redmond Inn	EAGAN, CHARLES
Megan Sono	9/28/2007 13:50	1201 NE Campus Parkway UW L4	UW-Lander Hall	Seattle-Tacoma Int'l Airport	EAGAN, CHARLES
Richard Raymond	9/29/2007 4:40	15218 19th Ave Ct E	Tacoma-98445	Sea/Tac Airport	EAGAN, CHARLES
Janice Schubert	9/29/2007 5:10	2010 146th St Ct E	Tacoma-98445	Sea/Tac Airport	EAGAN, CHARLES
MONSEN GINDY	9/29/2007 6:40	2711 140TH PL SE	Mill Creek-98012	Sea/Tacoma Int'l Airport	EAGAN, CHARLES
Marilynn Dotson	9/29/2007 7:00	10609 E Riverside Dr	Bothell-98011	Sea/Tac Airport	EAGAN, CHARLES
Joanna Bagdasarian	9/29/2007 8:14		Sea/Tac Airport	Seattle-98199	EAGAN, CHARLES
Jim Linnenbrink	9/29/2007 10:00	700 5th Ave N	Hampton Inn	Sea/Tac Airport	EAGAN, CHARLES
Robert Dumne	9/29/2007 10:15	211 Dexter Ave N	Holiday Inn-Seattle-Dexter	Sea/Tac Airport	EAGAN, CHARLES
Thomas Marks	9/29/2007 10:30	1415 5th Ave	Red Lion Hotel On Fifth Avenue	Sea/Tac Airport	EAGAN, CHARLES
Claudio Hapor	9/29/2007 12:00		Sea/Tac Airport	Mill Creek-98012	EAGAN, CHARLES
Jeff Greene	9/29/2007 12:13		Sea/Tac Airport	Lynnwood-98036	EAGAN, CHARLES
Janet McCracken	9/29/2007 13:40	1824 Mill Fern Dr, SE	Sea/Tac Airport	Seattle-Tacoma Int'l Airport	EAGAN, CHARLES
Patricia Traub	9/30/2007 4:10	5323 Ward Ave SE	Mill Creek-98012	Seattle-Tacoma Int'l Airport	EAGAN, CHARLES
Jenny Dreesen	9/30/2007 5:21		Auburn-98092	Seattle-98125	EAGAN, CHARLES
Yolanda Falls	9/30/2007 7:00	1026 Lombard Ave	Sea/Tac Airport	Sea/Tac Airport	EAGAN, CHARLES
Robert Davis	9/30/2007 9:30	502 43rd Ave SE	Everett-98201	Sea/Tac Airport	EAGAN, CHARLES
Annette Dreher	9/30/2007 9:50	11205 SE 208th St, Apt. 2534	Puyallup-98374	Sea/Tacoma Int'l Airport	EAGAN, CHARLES
Delta Airlines Flight Cre	9/30/2007 11:18		Kent-98031	Madison Renaissance (Exclus	EAGAN, CHARLES
Sue Butler	9/30/2007 12:30	601 Roy St	Sea/Tac Airport	Sea/Tac Airport	EAGAN, CHARLES
Mariou Fontanos	9/30/2007 13:03		Comfort Suites-Roy St	Seattle-98144	EAGAN, CHARLES
Brenda Moore	9/30/2007 13:09		Sea/Tac Airport	Seattle-98118	EAGAN, CHARLES
Gloria Kjergaard	9/30/2007 14:13		Sea/Tac Airport	Holiday Inn Express-Puyallup	EAGAN, CHARLES

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**Van IC Pick-up / Drop-off Data**

Period Sep-07  
DRIVER Randy Leach

NAME	PICK-UP TIME	PICK-UP ADDRESS	PICK-UP LOCATION	DROP-OFF ADDRESS	DROP-OFF LOCATION	DRIVER
Freddy Cardona	9/1/2007 2:15	9009 West Mall Drive	Everett-98208		Seattle-Tacoma Intl Airport	LEACH, RANDY
Sean Egan	9/1/2007 2:45	10220 3rd Ave Se #813	Everett-98208		Seattle-Tacoma Intl Airport	LEACH, RANDY
Roger Tisthammer	9/1/2007 2:45	3726 204th St SW	Lynnwood-98036		Seattle-Tacoma Intl Airport	LEACH, RANDY
Michael Gallagher	9/1/2007 5:00	13214 174th AVE NE	Redmond-98052		Sea/Tac Airport	LEACH, RANDY
Selaj Shah	9/1/2007 5:10	14690 NE 35th St	Bellevue-98007		Seattle-Tacoma Intl Airport	LEACH, RANDY
DEEPAK ANANTH	9/1/2007 5:15	4257 148TH AVE NE	Bellevue-98007		Seattle-Tacoma Intl Airport	LEACH, RANDY
Brian Wang	9/1/2007 5:35	1550 134th Ave SE	Bellevue-98005		Seattle-Tacoma Intl Airport	LEACH, RANDY
JOSEPH RUGANI	9/1/2007 7:30	1415 5th Ave	Red Lion Hotel On Fifth Avenue	17801 Pacific Hwy S	Sea/Tac Airport	LEACH, RANDY
Do Jones	9/1/2007 7:40	2431 E Marginal Way S	Pier 30		Sea/Tac Airport	LEACH, RANDY
ma	9/1/2007 7:40	2431 E Marginal Way S	Pier 30		Sea/Tac Airport	LEACH, RANDY
Richard Price	9/1/2007 9:10	2431 E Marginal Way S	Pier 30		Sea/Tac Airport	LEACH, RANDY
Continental Crew	9/1/2007 11:02	2431 E Marginal Way S	Pier 30		Sea/Tac Airport	LEACH, RANDY
Connie Lynn	9/1/2007 12:30	211 Dexter Ave N	Sea/Tac Airport	1415 5th Ave	Seattle-Tacoma Intl Airport	LEACH, RANDY
JULIE NIMTZ	9/1/2007 13:07		Holiday Inn-Seattle-Dexter		Seattle-Tacoma Intl Airport	LEACH, RANDY
Michelle Scharenbroch	9/1/2007 13:11		Sea/Tac Airport	2431 E Marginal Way S	Sea/Tac Airport	LEACH, RANDY
John Nicol	9/1/2007 13:14		Sea/Tac Airport	405 Olive Way	Mayflower Park Hotel	LEACH, RANDY
Donna Campbell	9/1/2007 13:17		Sea/Tac Airport	2100 Alaskan Way	Marriott Waterfront	LEACH, RANDY
Andy Cao	9/2/2007 3:50	11334 28th Ave NE	Seattle-98125	1000 1st Ave	Hotel 1000	LEACH, RANDY
Darren Lard	9/2/2007 4:00	19015 47th Pl NE	Seattle-98155		Sea/Tac Airport	LEACH, RANDY
Sandra O'Reilly	9/2/2007 4:30	9515 49th Ave NE	Seattle-98115		Sea/Tac Airport	LEACH, RANDY
Drew Poulin	9/2/2007 4:30	3900 2nd Ave NE	Seattle-98105		Sea/Tac Airport	LEACH, RANDY
Keith Nelson	9/2/2007 5:30		Sea/Tac Airport	18741 50th Ave NE	Seattle-98155	LEACH, RANDY
Eric Romerdahl	9/2/2007 6:55	5005 Brighton Pl	Mukilteo-98275		Sea/Tac Airport	LEACH, RANDY
Brian Williams	9/2/2007 7:25	1510 Madison St	Everett-98203		Sea/Tac Airport	LEACH, RANDY
Karen Hatch	9/2/2007 7:40	20610 44th Ave W	Embassy Suites-Lynnwood		Seattle-Tacoma Intl Airport	LEACH, RANDY
Karen L Dryden	9/2/2007 9:30	7013 Phillips RD SW	Tacoma-98498		Sea/Tac Airport	LEACH, RANDY
Richard Rollison	9/2/2007 12:00	2200 5th Ave	Ramada Inn-Downtown		Pier 30	LEACH, RANDY
Jeffrey Wilson	9/2/2007 12:41		Sea/Tac Airport	2431 E Marginal Way S-Pier 3C	Princess Cruise Line (PCL)	LEACH, RANDY
Jeanette Kenney	9/2/2007 12:42		Sea/Tac Airport	1420 4th Ave W	Seattle-98119	LEACH, RANDY
Stephanie Gorringe	9/2/2007 12:43		Sea/Tac Airport	2431 E Marginal Way S-Pier 3C	Holland Cruise Line (HAL)	LEACH, RANDY
Christine St Laurent	9/2/2007 12:47		Sea/Tac Airport	2201 Alaskan Way-Pier 66	Norwegian Cruise Lines (NCL)	LEACH, RANDY
Jim Lasher	9/3/2007 3:10	15219 29th Dr SE	Mill Creek-98012	2431 E Marginal Way S-Pier 3C	Princess Cruise Line (PCL)	LEACH, RANDY
Vanderpool Mr & Mrs	9/3/2007 3:50	13520 117th Ave NE	Kirkland-98034		Sea/Tac Airport	LEACH, RANDY
Jocelyn Ferguson	9/3/2007 5:10	10050 43rd Pl NE	Seattle-98125		Sea/Tac Airport	LEACH, RANDY
Ernest Boa	9/3/2007 7:30	12223 NE 116th St	Baymont Inn		Sea/Tac Airport	LEACH, RANDY
Bob & Ann Voshall	9/3/2007 8:00	7650 NE 10th St	Medina-98039		Sea/Tac Airport	LEACH, RANDY
stephen purcell	9/3/2007 8:05	1234 106th PL NE	Bellevue-98004		Seattle-Tacoma Intl Airport	LEACH, RANDY
Francis Macdonald	9/3/2007 9:55		Sea/Tac Airport	424 3rd Ave S	Edmonds-98020	LEACH, RANDY
James Leigh	9/3/2007 10:05		Sea/Tac Airport	2233 NE 177th St	Seattle-98155	LEACH, RANDY
Anthony Gubernatz	9/5/2007 2:30	5704 - 107th PL SW	Mukilteo-98275		Seattle-Tacoma Intl Airport	LEACH, RANDY
Donald Ehr	9/5/2007 2:35	8024 53rd Ave W	Mukilteo-98275		Sea/Tac Airport	LEACH, RANDY
Stanley Chun	9/5/2007 2:50	20903 Woodlake Dr	Edmonds-98026		Sea/Tac Airport	LEACH, RANDY
Martha Uttenhove	9/5/2007 3:10	23606 78th Pl W	Tacoma-98498		Sea/Tac Airport	LEACH, RANDY
Elias Garcia	9/5/2007 5:05	8117 79th St SW	Tacoma-98466		Seattle-Tacoma Intl Airport	LEACH, RANDY
Madaline Pedersen	9/5/2007 5:20	8325 34th St W	Tacoma-98466		Sea/Tac Airport	LEACH, RANDY
Millie McNearney	9/5/2007 5:35	3411 N 29th St	Tacoma-98407		Sea/Tac Airport	LEACH, RANDY

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Maur	9/15/2007 8:20	2431 E Marginal Way S	Pier 30	Sea/Tac Airport	LEACH, RANDY
Quade	9/15/2007 8:20	2431 E Marginal Way S	Pier 30	Sea/Tac Airport	LEACH, RANDY
Kokko	9/15/2007 8:20	2431 E Marginal Way S	Pier 30	Sea/Tac Airport	LEACH, RANDY
Wellborne	9/15/2007 8:20	2431 E Marginal Way S	Pier 30	Sea/Tac Airport	LEACH, RANDY
Karlin	9/15/2007 8:20	2431 E Marginal Way S	Pier 30	Sea/Tac Airport	LEACH, RANDY
Charles Yeoman	9/15/2007 11:31		2431 E Marginal Way S	Pier 30	LEACH, RANDY
Marvann O'Steen	9/15/2007 11:34		2431 E Marginal Way S	Pier 30	LEACH, RANDY
John Curley	9/15/2007 11:41		2431 E Marginal Way S	Pier 30	LEACH, RANDY
Kathryn Marko	9/15/2007 11:42		2431 E Marginal Way S	Pier 30	LEACH, RANDY
Trenton Swift	9/16/2007 2:00	Mukilteo Ferry	Sea/Tac Airport	Sea/Tac Airport	LEACH, RANDY
Tim Lynes	9/16/2007 2:00	Mukilteo Ferry	Sea/Tac Airport	Sea/Tac Airport	LEACH, RANDY
Lee Kramer	9/16/2007 2:15	13421 45th Ct	Mukilteo-98275	Sea/Tac Airport	LEACH, RANDY
Kathy Zeno	9/16/2007 2:35	11053 E Villa Monte Dr	Mukilteo-98275	Sea/Tac Airport	LEACH, RANDY
Cheryl Rowe	9/16/2007 5:00	8311 22nd Ave NW	Seattle-98117	Sea/Tac Airport	LEACH, RANDY
Linda Israel	9/16/2007 5:00	6533 Seaview Ave NW	Seattle-98117	Sea/Tac Airport	LEACH, RANDY
Judy Shook	9/16/2007 5:00	2822 NW 90th Pl	Seattle-98117	Sea/Tac Airport	LEACH, RANDY
Byron Gallis	9/16/2007 5:15	310 Blaine St	Seattle-98109	Sea/Tac Airport	LEACH, RANDY
Rick Harr	9/16/2007 5:30	1800 Yale Ave	Spring Hill Suites-Seattle	Sea/Tac Airport	LEACH, RANDY
Carolyn Kane	9/16/2007 7:00		Pier 30 Cruise Ship Terminal	Sea/Tac Airport	LEACH, RANDY
Margaret Sweeney	9/16/2007 7:30	6121 NE 175th St	Kenmore-98028	Sea/Tac Airport	LEACH, RANDY
Don Bresnahan	9/16/2007 7:30	Bothell Way & 183rd St	Bothell-98011	Sea/Tac Airport	LEACH, RANDY
Frank Lucarelli	9/16/2007 8:00	9430 125th Ave NE	Kirkland-98033	Sea/Tac Airport	LEACH, RANDY
Adamson	9/16/2007 11:30		Pier 30	Sea/Tac Airport	LEACH, RANDY
Rene Fabre Mr	9/16/2007 12:00	1305 S Puget Dr	Renton-98055	Sea/Tac Airport	LEACH, RANDY
Brian Baker	9/16/2007 12:12		Sea/Tac Airport	Sea/Tac Airport	LEACH, RANDY
Burc McFarlen	9/16/2007 12:36		Sea/Tac Airport	Sea/Tac Airport	LEACH, RANDY
Nikolla Piliopogic	9/16/2007 12:39		Sea/Tac Airport	Sea/Tac Airport	LEACH, RANDY
James Owens	9/16/2007 12:45		Sea/Tac Airport	Sea/Tac Airport	LEACH, RANDY
Jerry Sugamele	9/17/2007 4:15	747 Washington Ave	Mukilteo-98275	Sea/Tac Airport	LEACH, RANDY
Darrell McFarlane	9/17/2007 4:20	18501 52nd Ave W	Lynnwood-98037	Sea/Tac Airport	LEACH, RANDY
Hank Schmoce	9/17/2007 4:30	8500 Main St	Edmonds-98026	Sea/Tac Airport	LEACH, RANDY
Michael Black	9/17/2007 4:30	1018 Walnut st	Edmonds-98020	Sea/Tac Airport	LEACH, RANDY
Adam Tlighman	9/17/2007 4:45	14115 Aurora Avenue North	Seattle-98133	Sea/Tac Airport	LEACH, RANDY
Iraj Shokri	9/17/2007 8:00	16709 56th Pl W	Lynnwood-98037	Sea/Tac Airport	LEACH, RANDY
Howard Grady	9/17/2007 8:10	3333 164th Ave SW	Lynnwood-98037	Sea/Tac Airport	LEACH, RANDY
Linda Pence	9/17/2007 8:30	8707 202nd St SW	Edmonds-98026	Sea/Tac Airport	LEACH, RANDY
michael Kleinow	9/17/2007 9:21		Seattle-Tacoma Int'l Airport	Sea/Tac Airport	LEACH, RANDY
Jennifer Brathovde	9/17/2007 10:10	5030 38th Ave NE	Seattle-98105	Sea/Tac Airport	LEACH, RANDY
Fred Baughman	9/17/2007 10:30	1415 5th Ave	Red Lion Hotel On Fifth Avenue	Sea/Tac Airport	LEACH, RANDY
Alison Meldrum	9/17/2007 11:44		Sea/Tac Airport	Sea/Tac Airport	LEACH, RANDY
Bob Sojka	9/17/2007 11:45		Sea/Tac Airport	Sea/Tac Airport	LEACH, RANDY
Dan Jensen	9/17/2007 11:47		Sea/Tac Airport	Sea/Tac Airport	LEACH, RANDY
Robert Rudis	9/17/2007 11:51		Sea/Tac Airport	Sea/Tac Airport	LEACH, RANDY
Raquel Gonzalez	9/17/2007 11:53		Sea/Tac Airport	Sea/Tac Airport	LEACH, RANDY
S Mirante	9/19/2007 2:50	22820 106th Ave W	Edmonds-98020	Sea/Tac Airport	LEACH, RANDY
Timothy Allen	9/19/2007 2:50	23601 79th Ave W	Edmonds-98026	Sea/Tac Airport	LEACH, RANDY
Scott Landry	9/19/2007 2:55	11532 Phinney Ave. N	Seattle-98133	Sea/Tac Airport	LEACH, RANDY
Susan Kelly	9/19/2007 3:05	12001 3rd Ave NW	Seattle-98177	Sea/Tac Airport	LEACH, RANDY
Erik Nelson	9/19/2007 4:45	5215 Pullman Ave NE	Seattle-98105	Sea/Tac Airport	LEACH, RANDY
Ray Holden	9/19/2007 4:50	10728 Lakeside Ave NE	Seattle-98125	Sea/Tac Airport	LEACH, RANDY
Virginia Shannon	9/19/2007 5:00	418 14th ave E	Seattle-98112	Sea/Tac Airport	LEACH, RANDY
Jingxin Sun	9/19/2007 5:00	2251 NE Blakeley st	Seattle-98105	Sea/Tac Airport	LEACH, RANDY
Gary Wallis	9/19/2007 5:20	763 Belmont Pl E	Seattle-98102	Sea/Tac Airport	LEACH, RANDY
Cary Lawrence	9/19/2007 7:30	9308 NE 135th ST	Kirkland-98034	Sea/Tac Airport	LEACH, RANDY

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Jerril Wallawine	9/19/2007 7:40	8628 112th Ln NE	Kirkland-98033	Sea/Tac Airport	LEACH, RANDY
Richard Morrison	9/19/2007 7:45	11316 N.E. 128th Street	Kirkland-98034	Seattle-Tacoma Int'l Airport	LEACH, RANDY
Barry Othertott	9/19/2007 7:45	12421 88th Place NE	Kirkland-98033	Seattle-Tacoma Int'l Airport	LEACH, RANDY
Margerie Manning	9/19/2007 9:00		Sea/Tac Airport	UW-Medical Center	LEACH, RANDY
Jingxin Sun	9/19/2007 9:00		Sea/Tac Airport	Seattle-98105	LEACH, RANDY
Rosie Watanuki	9/19/2007 10:10	15215 46th Pl W	Lynnwood-98037	Sea/Tac Airport	LEACH, RANDY
Leilani Lirios	9/19/2007 10:25	19324 Alderwood Mall Pkwy	Hampton Inn Lynnwood	Seattle-Tacoma Int'l Airport	LEACH, RANDY
hitoshi yokobori	9/19/2007 10:25	19332 36th Ave W	Alderwood Inn-BW	Sea/Tac Airport	LEACH, RANDY
Evelyn Velasco	9/19/2007 10:30	4300 Alderwood Mall Blvd	La Quinta Lynnwood	Sea/Tac Airport	LEACH, RANDY
Marilyn Doheny	9/19/2007 10:35	20610 44th Ave W	Embassy Suites-Lynnwood	Sea/Tac Airport	LEACH, RANDY
Susan Paquette	9/19/2007 12:01		Seattle-Tacoma Int'l Airport	Edmonds-98020	LEACH, RANDY
Vern Smith	9/20/2007 3:00	3605 Evergreen Point Rd	Medina-98039	Sea/Tac Airport	LEACH, RANDY
Theodore Casimes	9/20/2007 3:10	1006 91st Ave NE	Bellevue-98004	Sea/Tac Airport	LEACH, RANDY
Won Huh	9/20/2007 5:10	15908-B Village green Dr	Mill Creek-98012	Sea/Tac Airport	LEACH, RANDY
Rachel Osbourne	9/20/2007 5:10	20520 Bothell Everett Hwy	Mill Creek-98012	Sea/Tac Airport	LEACH, RANDY
Amy Florence	9/20/2007 5:25	11620 100th Avenue NE	Kirkland-98034	Sea/Tac Airport	LEACH, RANDY
Cynthia Gyger	9/20/2007 5:30	10623 Beardslee Pl	Bothell-98011	Seattle-Tacoma Int'l Airport	LEACH, RANDY
Randall Kelley	9/20/2007 5:40	11206 106th Ave NE	Kirkland-98033	Sea/Tac Airport	LEACH, RANDY
Teresa Liu	9/20/2007 7:05		Sea/Tac Airport	UW-Meany Hall	LEACH, RANDY
Marjorie Manwaring	9/20/2007 8:20	8237 22nd Ave NE	Seattle-98115	Sea/Tac Airport	LEACH, RANDY
Cathie Whitesides	9/20/2007 8:20	8033 14th Ave NE	Seattle-98115	Sea/Tac Airport	LEACH, RANDY
Michael Magpayo	9/20/2007 8:45	316 NE 52nd St	Seattle-98105	Sea/Tac Airport	LEACH, RANDY
Jessica Berg	9/20/2007 9:50	12813 129th Ave NE	Kirkland-98034	Sea/Tac Airport	LEACH, RANDY
Molly Magan	9/20/2007 9:50	14011 118th Ave NE	Kirkland-98034	Sea/Tac Airport	LEACH, RANDY
Shirley Mykris	9/20/2007 10:00	6717 110th Ave. NE	Kirkland-98033	Sea/Tac Airport	LEACH, RANDY
Martha Vitcosola	9/20/2007 11:25		Sea/Tac Airport	Warwick Hotel (Exclusive Servi	LEACH, RANDY
Lynn Yates Ms	9/21/2007 2:30	21521 Poplar Way	Lynnwood-98036	Sea/Tac Airport	LEACH, RANDY
Sebastian Poulin	9/21/2007 2:35	12619 4th Ave W	La Quinta - Everett	Sea/Tac Airport	LEACH, RANDY
Alan Yen	9/21/2007 5:00	4515 Densmore Avenue North	Seattle-98103	Sea/Tac Airport	LEACH, RANDY
Jessica Isawa	9/21/2007 5:00	9527 interlake ave north	Seattle-98103	Sea/Tac Airport	LEACH, RANDY
Christopher Pennington	9/21/2007 5:15	113 N. 55th Street	Seattle-98103	Sea/Tac Airport	LEACH, RANDY
Francisca Piola	9/21/2007 5:30	2200 5th Ave	Ramada Inn-Downtown	Sea/Tac Airport	LEACH, RANDY
Mike Brownfield	9/21/2007 5:56		Sea/Tac Airport	Auburn-98092	LEACH, RANDY
brad wood	9/21/2007 7:35	9414 173rd Ct E	Puyallup-98375	Sea/Tac Airport	LEACH, RANDY
Grace Kirkland	9/21/2007 7:40	736 116th St. E	Tacoma-98445	Sea/Tac Airport	LEACH, RANDY
Peterson	9/21/2007 8:15	2431 E Marginal Way S	Pier 30	Sea/Tac Airport	LEACH, RANDY
Pairir	9/21/2007 8:15	2431 E Marginal Way S	Pier 30	Sea/Tac Airport	LEACH, RANDY
MIN HWANG BO	9/21/2007 10:08		Seattle-Tacoma Int'l Airport	Seattle-98177	LEACH, RANDY
Natasha Cheng	9/21/2007 10:15		Sea/Tac Airport	Seattle-98125	LEACH, RANDY
Chris Young	9/21/2007 11:20		Sea/Tac Airport	Seattle-Tacoma Int'l Airport	LEACH, RANDY
Denise Junell	9/21/2007 11:40	3539 27th Pl W	Seattle-98199	Sea/Tac Airport	LEACH, RANDY
Jimmie J. Henderson	9/21/2007 12:00	2400 4th Ave	Seattle-98121	Sea/Tac Airport	LEACH, RANDY
Greg Allen	9/21/2007 12:24	2431 E Marginal Way S	Pier 30	Sea/Tac Airport	LEACH, RANDY
Kelly Fosi	9/22/2007 12:26		Seattle-Tacoma Int'l Airport	Seattle-98125	LEACH, RANDY
Sonia Yilmac	9/22/2007 3:00	300 112th Ave SE	Hilton (was Doubletree) Bellevue	Seattle-Tacoma Int'l Airport	LEACH, RANDY
Kathy Aloia	9/22/2007 3:05	11004 NE 11th St	Bellevue-98004	Sea/Tac Airport	LEACH, RANDY
Robert Brownfield	9/22/2007 5:10	105 N. 40th Street	Seattle-98103	Seattle-Tacoma Int'l Airport	LEACH, RANDY
Allisa Carlson	9/22/2007 5:10	2123 4th Ave North	Seattle-98109	Seattle-Tacoma Int'l Airport	LEACH, RANDY
David Hendel	9/22/2007 5:15	700 5th Ave N	Hampton Inn	Sea/Tac Airport	LEACH, RANDY
Valerie Miller	9/22/2007 5:25	119 Valley St. #5,	Seattle-98109	Sea/Tac Airport	LEACH, RANDY
Linda Nelson	9/22/2007 7:30	8410 So. 121st St.	Seattle-98178	Sea/Tac Airport	LEACH, RANDY
Bill Godfrey	9/22/2007 10:00		Pier 30	Seattle-Tacoma Int'l Airport	LEACH, RANDY
Senyao Chen	9/22/2007 10:50	Lincoln Way & Adams Lane	UW-Mercer Hall	Sea/Tac Airport	LEACH, RANDY
Masahiro Kanaoka	9/22/2007 11:00	4140 Roosevelt Way NE	University Inn	Seattle-Tacoma Int'l Airport	LEACH, RANDY

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Max Graves	9/22/2007 11:00	5036 25th Ave NE	Silver Cloud-University	Sea/Tac Airport	3002 NE 192nd St	Sea/Tac Airport	LEACH, RANDY
Weon Jong Lee	9/22/2007 12:11		Sea/Tac Airport	Seattle-98155	SE Everett Mall Way & 5 Freew	Sea/Tac Airport	LEACH, RANDY
Jack Newton	9/22/2007 12:15		Sea/Tac Airport	Everett-98208	201 105th st se	Sea/Tac Airport	LEACH, RANDY
John Crites	9/22/2007 12:19		Sea/Tac Airport	Everett-98208	3201 Smith Ave	Sea/Tac Airport	LEACH, RANDY
Carol Morgan	9/22/2007 12:26		Sea/Tac Airport	Everett Station	17763 50th ave ne	Sea/Tac Airport	LEACH, RANDY
Kim Sungwoo	9/22/2007 12:29		Sea/Tac Airport	Seattle-98155		Sea/Tac Airport	LEACH, RANDY
Richard Hines	9/23/2007 3:00	3105 Pine St	Holiday Inn-Everett	Seattle-Tacoma Int'l Airport		Sea/Tac Airport	LEACH, RANDY
Richard Powers	9/23/2007 3:00	3105 Pine St	Holiday Inn-Everett	Seattle-Tacoma Int'l Airport		Sea/Tac Airport	LEACH, RANDY
William Rhodes	9/23/2007 3:30	11401 3rd Ave SE	Everett-98208	Sea/Tac Airport		Sea/Tac Airport	LEACH, RANDY
Margaret Krazchuk	9/23/2007 3:30	10014 5th Ave NE	Seattle-98125	Sea/Tac Airport		Sea/Tac Airport	LEACH, RANDY
Heather Graham	9/23/2007 3:45	6522 4th Ave NE	Seattle-98115	Sea/Tac Airport		Sea/Tac Airport	LEACH, RANDY
Donna Davis	9/23/2007 5:35	2550 Thorndyke Ave W	Seattle-98199	Sea/Tac Airport		Sea/Tac Airport	LEACH, RANDY
Kagume Monica	9/23/2007 5:50	2301 8th Ave	Loyal Inn-BW	Sea/Tac Airport		Sea/Tac Airport	LEACH, RANDY
Elizabeth Demicco	9/23/2007 5:55	700 5th Ave N	Hampton Inn	Sea/Tac Airport		Sea/Tac Airport	LEACH, RANDY
Iona Larson	9/23/2007 6:10	1415 5th Ave	Red Lion Hotel On Fifth Avenue	Sea/Tac Airport		Sea/Tac Airport	LEACH, RANDY
Martha Sambong	9/23/2007 6:10	724 Pine Street	Paramount Hotel	Sea/Tac Airport		Sea/Tac Airport	LEACH, RANDY
Rutter	9/23/2007 7:40	2431 E Marginal Way S	Pier 30	Sea/Tac Airport		Sea/Tac Airport	LEACH, RANDY
Anne Prather	9/23/2007 8:00	2335 NE 127th St	Seattle-98125	Sea/Tac Airport		Sea/Tac Airport	LEACH, RANDY
Alan Kuo	9/23/2007 8:00	3247 NE 105th St	Seattle-98125	Sea/Tac Airport		Sea/Tac Airport	LEACH, RANDY
Cheng-Pang Liu	9/23/2007 8:15	4000 University Way NE	College Inn	Sea/Tac Airport		Sea/Tac Airport	LEACH, RANDY
GAVIN SCHROCK	9/23/2007 8:20	2710 NE 105TH STREET	Seattle-98125	Sea/Tac Airport		Sea/Tac Airport	LEACH, RANDY
Scott Miller	9/23/2007 9:35	2431 E Marginal Way S	Pier 30	Sea/Tac Airport		Sea/Tac Airport	LEACH, RANDY
William Carlisle	9/23/2007 10:00		Pier 66	Sea/Tac Airport		Sea/Tac Airport	LEACH, RANDY
Charles Cork	9/23/2007 11:24		Seattle-Tacoma Int'l Airport	Sea/Tac Airport	1100 5th Ave	Sea/Tac Airport	LEACH, RANDY
Ron Kasprisin	9/23/2007 11:24		Sea/Tac Airport	Seattle-98102	19324 Alderwood Mall Pkwy	Sea/Tac Airport	LEACH, RANDY
Randy Rothberg	9/23/2007 11:26		Lynnwood-98087	Sea/Tac Airport	3310 Fuhrman Ave E	Sea/Tac Airport	LEACH, RANDY
Lorraine Corrington	9/24/2007 3:30		Edmonds-98026	Sea/Tac Airport	1150 Fairview Ave N	Sea/Tac Airport	LEACH, RANDY
Colin Davis	9/24/2007 3:30	15101 25th Ave W	Mountlake Terrace-98043	Sea/Tac Airport		Sea/Tac Airport	LEACH, RANDY
Ronald Kleinman	9/24/2007 3:35	6323 150th Pl SW	Moore Hotel	Sea/Tac Airport		Sea/Tac Airport	LEACH, RANDY
dane almassy	9/24/2007 4:00	23401 66th Avenue West	Edmonds-98026	Sea/Tac Airport		Sea/Tac Airport	LEACH, RANDY
Lewis Baber	9/24/2007 5:30	19527 38th ave ne,	Seattle-98155	Sea/Tac Airport		Sea/Tac Airport	LEACH, RANDY
Barbara Walker	9/24/2007 5:30	1926 2nd Ave	Paramount Hotel	Sea/Tac Airport		Sea/Tac Airport	LEACH, RANDY
Donnie Earp, Ms.	9/24/2007 5:30	724 Pine Street	Paramount Hotel	Sea/Tac Airport		Sea/Tac Airport	LEACH, RANDY
Shelby Hicks	9/24/2007 5:30	724 Pine Street	Mayflower Park Hotel	Sea/Tac Airport		Sea/Tac Airport	LEACH, RANDY
Jim Roberts	9/24/2007 5:30	405 Olive Way	Grand Hyatt-Seattle	Sea/Tac Airport		Sea/Tac Airport	LEACH, RANDY
Jon counts	9/24/2007 5:30	721 Pine St	Seattle-98121	Sea/Tac Airport		Sea/Tac Airport	LEACH, RANDY
Mas Sato Mr	9/24/2007 5:30	2621 2nd Ave	Lynnwood-98037	Sea/Tac Airport		Sea/Tac Airport	LEACH, RANDY
Maureen Guay	9/24/2007 6:55	4514 172nd Pl SW	Hampton Inn Lynnwood	Sea/Tac Airport		Sea/Tac Airport	LEACH, RANDY
Edward Dickson	9/24/2007 7:15	19324 Alderwood Mall Pkwy	Edmonds-98026	Sea/Tac Airport		Sea/Tac Airport	LEACH, RANDY
Alex Zvoleff	9/24/2007 7:30	7111 182nd Pl SW	Comfort Inn-Lynnwood	Sea/Tac Airport		Sea/Tac Airport	LEACH, RANDY
Felipe Garcia	9/24/2007 8:40	4117 196th St SW	Seattle-98107	Sea/Tac Airport		Sea/Tac Airport	LEACH, RANDY
Kathleen Sowers	9/24/2007 8:50	6401 24th Ave NW	Seattle-98101	Sea/Tac Airport		Sea/Tac Airport	LEACH, RANDY
Cathy Kelley	9/24/2007 8:55	Holiday Inn Express City Center	Seattle-98101	Sea/Tac Airport		Sea/Tac Airport	LEACH, RANDY
Rosemarie Stransky	9/24/2007 8:55	211 Dexter Avenue North	Seattle-98107	Sea/Tac Airport		Sea/Tac Airport	LEACH, RANDY
Kara Witboe	9/24/2007 9:38	226 Aurora Ave N	Holiday Inn Express-Seattle	Sea/Tac Airport		Sea/Tac Airport	LEACH, RANDY
Traci Timmons	9/24/2007 10:24		Seattle-98117	Sea/Tac Airport	8021 25th Ave NW	Sea/Tac Airport	LEACH, RANDY
Ellen Vargas	9/24/2007 11:45	8832 Dibble Ave NW	Seattle-98117	Sea/Tac Airport	6537 19th Ave NW	Sea/Tac Airport	LEACH, RANDY
Cheryl Seymour	9/24/2007 11:45	2651 B NW 57th ST	Seattle-98107	Sea/Tac Airport		Sea/Tac Airport	LEACH, RANDY
Bonnie Timm	9/24/2007 12:00	226 Aurora Ave N	Holiday Inn Express-Seattle	Sea/Tac Airport		Sea/Tac Airport	LEACH, RANDY
Michele Hecht	9/24/2007 12:10	721 Pine St	Grand Hyatt-Seattle	Sea/Tac Airport		Sea/Tac Airport	LEACH, RANDY
Mary Cavignaro	9/24/2007 12:49		Sea/Tac Airport	Edmonds-98020	21728 98th Ave W	Sea/Tac Airport	LEACH, RANDY
Susan J Bennett	9/24/2007 13:00		Sea/Tac Airport	Edmonds-98026	8601 194th Pl SW	Sea/Tac Airport	LEACH, RANDY
Rosie Watanuki	9/24/2007 13:06		Seattle-Tacoma Int'l Airport	Lynnwood-98037	15215 46th Pl W	Sea/Tac Airport	LEACH, RANDY

CONFIDENTIAL  
 Per WAC 480-07-160



APPENDIX S

SE809653

**Shuttle Express**

**FARE TICKET**

DATE 9/27/07

VAN/CAR #	DRIVER #
<u>306</u>	<u>72</u>

REZ # \_\_\_\_\_

# GUESTS / # HOURS
<u>1</u>

COMMISSION ADJUST  
 NO SHOW  
 CANCELED  
 INCORRECT REZ  
 PREMIUM / MX / ADA / X-CAR / A-C / TRAINING  
 OTHER

CREDIT CARD  
 KFARE  
 DIRECT BILL # \_\_\_\_\_  
 EMPLOYEE

GUEST NAME Melvin Middaugh

COMPANY NAME \_\_\_\_\_

FROM \_\_\_\_\_ ZIP \_\_\_\_\_

TO \_\_\_\_\_ ZIP \_\_\_\_\_

WINDOW \_\_\_\_\_ RTA (TIME) \_\_\_\_\_

TIME ON / ARR \_\_\_\_\_ TIME OFF / DEP \_\_\_\_\_

EXPLANATION \_\_\_\_\_

SIGNATURE [Signature]

AMOUNT	<u>46.00</u>
TIP	<u>2.00</u>
TOTAL	<u>48.00</u>

SE809648

**Shuttle Express**

**FARE TICKET**

DATE 9/27/07

VAN/CAR #	DRIVER #
<u>306</u>	<u>72</u>

REZ # \_\_\_\_\_

# GUESTS / # HOURS
<u>2</u>

COMMISSION ADJUST  
 NO SHOW  
 CANCELED  
 INCORRECT REZ  
 PREMIUM / MX / ADA / X-CAR / A-C / TRAINING  
 OTHER

CREDIT CARD  
 KFARE  
 DIRECT BILL # \_\_\_\_\_  
 EMPLOYEE

GUEST NAME \_\_\_\_\_

COMPANY NAME Russo Group

FROM Seatac ZIP \_\_\_\_\_

TO Grand Hyatt (Seattle) ZIP 101

WINDOW \_\_\_\_\_ RTA (TIME) \_\_\_\_\_

TIME ON / ARR \_\_\_\_\_ TIME OFF / DEP \_\_\_\_\_

EXPLANATION \_\_\_\_\_

SIGNATURE [Signature]

AMOUNT	<u>76.50</u>
TIP	<u>16.80</u>
TOTAL	<u>93.30</u>

**CONFIDENTIAL**

Per WAC 480-07-160

SE809652

**Shuttle Express**

**FARE TICKET**

DATE 9/27/07

VAN/CAR #	DRIVER #
<u>306</u>	<u>72</u>

REZ # \_\_\_\_\_

# GUESTS / # HOURS
<u>1</u>

COMMISSION ADJUST  
 NO SHOW  
 CANCELED  
 INCORRECT REZ  
 PREMIUM / MX / ADA / X-CAR / A-C / TRAINING  
 OTHER

CREDIT CARD  
 KFARE  
 DIRECT BILL # \_\_\_\_\_  
 EMPLOYEE

GUEST NAME Ramah Ryan

COMPANY NAME \_\_\_\_\_

FROM \_\_\_\_\_ ZIP \_\_\_\_\_

TO \_\_\_\_\_ ZIP \_\_\_\_\_

WINDOW \_\_\_\_\_ RTA (TIME) \_\_\_\_\_

TIME ON / ARR \_\_\_\_\_ TIME OFF / DEP \_\_\_\_\_

EXPLANATION \_\_\_\_\_

SIGNATURE [Signature]

AMOUNT	<u>30.15</u>
TIP	<u>0.00</u>
TOTAL	<u>30.15</u>