

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Penalty Assessment
Against BEELINE TOURS, LTD., in the
Amount of \$3,300

DOCKET TE-110155

SETTLEMENT AGREEMENT

1 This Settlement Agreement is entered into by both parties to this proceeding for the
purpose of resolving all issues raised in the above docket.

I. PARTIES

2 The parties to this Settlement Agreement are Beeline Tours, Ltd. (“Beeline Tours”) and the Staff of the Washington Utilities and Transportation Commission (“Staff”) (collectively, “the Parties”).

II. BACKGROUND

3 On January 11, 2011, Staff completed a compliance review of Beeline Tours and identified 33 violations of WAC 480-30-221, which adopts by reference Title 49, CFR Part 391.45(b)(1), using a driver not medically examined and certified during the preceding 24 months. (Two employees, Andre Coleman and Edilberto Quinteros, drove on 33 occasions with expired medical certificates.)

4 In a Notice of Penalties Incurred and Due for Violations of Laws and Rules issued to Beeline Tours on March 1, 2011, the Commission assessed penalties of \$3,300 against for 33 violations of WAC 480-30-221. On March 15, 2011, Beeline Tours requested a hearing. On April 14, 2011, based on a request by the Commission, Beeline Tours filed its reasons in support of its Mitigation Request and asked that the penalty amount be reduced to \$300. The Commission scheduled a brief adjudicative proceeding for May 12, 2011. Prior to the

hearing, the Parties engaged in a settlement conference on May 4, 2011, which resulted in this Settlement Agreement.

III. AGREEMENT

5 The Parties have reached agreement on the issues raised in the above docket and present their agreement for the Commission's consideration and approval. The Parties therefore adopt the following Settlement Agreement, which the Parties enter into voluntarily, to resolve the matters in dispute between them and to expedite the orderly disposition of this proceeding.

6 Beeline Tours admits that the 33 violations WAC 480-30-221 occurred. Staff recommends and the Parties agree that Beeline Tours will pay to the Commission penalties totaling \$1,300. The amount shall be ordered due and payable after the Commission issues its order approving this Settlement Agreement.

7 Staff recommends and the Parties agree that the remaining \$2,000 penalty amount shall be suspended for, and waived after, one year from the date the Commission approves this Settlement Agreement, provided that Beeline Tours, upon inspection by Staff, incurs no repeat violations of CFR Part 391.45(b)(1) and receives no conditional or unsatisfactory safety ratings during that year.

8 Staff will conduct a compliance review inspection within one year from the date the Commission approves this Settlement Agreement and will provide Staff's recommendation on whether the suspended penalty in paragraph seven should be waived or imposed.

IV. GENERAL PROVISIONS

9 The Parties agree that this Settlement Agreement reflects the settlement of all
contested issues between them in this proceeding. The Parties understand that this
Settlement Agreement is not binding unless and until accepted by the Commission.

10 The Parties agree to cooperate in submitting this Settlement Agreement promptly to
the Commission for acceptance. The Parties agree to support adoption of this Settlement
Agreement in proceedings before the Commission through testimony or briefing. No party
to this Settlement Agreement or their agents, employees, consultants, or attorneys will
engage in advocacy contrary to the Commission's adoption of this Settlement Agreement.

11 The Parties agree (1) to provide each other the right to review in advance of
publication any and all announcements or news releases that the other party intends to make
about the Settlement Agreement (with the right of review to include a reasonable
opportunity to request changes to the text of such announcements) and (2) to include in any
news release or announcement a statement that the Staff's recommendation to approve the
settlement is not binding on the Commission itself.

12 Nothing in this Settlement Agreement shall limit or bar any other entity from
pursuing legal remedies against Beeline Tours or Beeline Tours' ability to assert defenses to
such claims.

13 The Parties have entered into this Settlement Agreement to avoid further expense,
inconvenience, uncertainty, and delay of continuing litigation. The Parties recognize that
this Settlement Agreement represents a compromise of the Parties' positions. As such,
conduct, statements, and documents disclosed during negotiations of this Settlement
Agreement shall not be admissible as evidence in this or any other proceeding, except in any

proceeding to enforce the terms of this Settlement Agreement or any Commission order fully adopting those terms. This Settlement Agreement shall not be construed against either party because it was a drafter of this Settlement Agreement.

14 The Parties have negotiated this Settlement Agreement as an integrated document to be effective upon execution and Commission approval. This Settlement Agreement supersedes all prior oral and written agreements on issues addressed herein. Accordingly, the Parties recommend that the Commission adopt this Settlement Agreement in its entirety.

15 The Parties may execute this Settlement Agreement in counterparts and as executed shall constitute one agreement. Copies sent by facsimile are as effective as original documents.


16 The Parties shall take all actions necessary, as appropriate, to carry out this Settlement Agreement.

17 In the event that the Commission rejects or modifies any portion of this Settlement Agreement, each party reserves the right to withdraw from this Settlement Agreement by written notice to the other party and the Commission. Written notice must be served within ten (10) business days of the Order rejecting part or all of this Settlement Agreement. In such event, neither party will be bound or prejudiced by the terms of this Settlement Agreement, and either party shall be entitled to seek reconsideration of the Order. Additionally, the Parties will jointly request that a prehearing conference be convened for purposes of establishing a procedural schedule to complete the case.

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

BEELINE TOURS, LTD.

ROBERT M. MCKENNA
Attorney General


GREGORY J. TRAUTMAN
Assistant Attorney General
Counsel for the Utilities and
Transportation Commission Staff

MICHAEL ROGERS
President

Dated: May 5, 2011

Dated: _____, 2011

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

ROBERT M. MCKENNA
Attorney General

GREGORY J. TRAUTMAN
Assistant Attorney General
Counsel for the Utilities and
Transportation Commission Staff

Dated: _____, 2011

BEELINE TOURS, LTD.


MICHAEL ROGERS
President

Dated: 5/5, 2011