

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

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

CHRIS ROBERT MILLER,
D/B/A SILVER LIMOUSINE AND
SILVER TRANSPORTATION

DOCKET TE-180455

SETTLEMENT AGREEMENT

I. OVERVIEW

1 Staff of the Washington Utilities and Transportation Commission (Staff), and Chris Robert Miller, d/b/a Silver Limousine and Silver Transportation, (Silver Limousine or Company) (collectively “the Parties”), through their authorized representatives, enter into the following settlement agreement (Agreement) to resolve all issues in Docket TE-180455, which concern the imposition of penalties based on violations outlined in the complaint.

2 This Agreement is a “full settlement” as defined in WAC 480-07-730(1) because it is entered into by all Parties and resolves all issues raised in the docket. This Agreement is subject to the review and disposition by the Washington Utilities and Transportation Commission (Commission) to determine whether it complies with the applicable legal requirements and whether approval of the Agreement is consistent with the public interest. WAC 480-07-740-750.

II. TERMS OF AGREEMENT

3 The Parties have reached an Agreement on the issues raised in the above docket and present this Agreement for the Commission’s consideration and approval. The Parties therefore adopt the following Agreement, which the Parties enter into voluntarily, to resolve

the matters in dispute between them and to expedite the orderly disposition of this proceeding:

- Violations: Silver Limousine admits to the violations described in the complaint. Specifically, one violation each for offering and advertising charter party carrier services. In the interest of expediency and to avoid the costs associated with a hearing, Silver Limousine agrees to pay the penalties associated with the violations as described below.
- Monetary penalty: The Commission will impose a total penalty of \$10,000, based on the above violations.
- Payment plan: the penalties shall be paid by Silver Limousine through a payment plan, which will be mutually agreed upon with Staff and submitted to this docket within thirty (30) days of a Commission order accepting this settlement.
- Future enforcement of allegations set forth in complaint: Staff confirms that it will not pursue further enforcement against Silver Limousine arising out of any of the allegations set forth in Docket TE-180455.

III. GENERAL PROVISIONS

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

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

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

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

8 Other proceedings: This Agreement is for settlement purposes only and shall have no precedential or preclusive effect in other proceedings. In the event this Agreement does not become effective, this Agreement shall be null and void, with no binding effect on the Parties and with no precedential or preclusive effect on the Parties regarding the continued litigation in this docket. In the event that the Commission rejects all or any portion of this Agreement, or accepts the settlement upon conditions not proposed in this Agreement, each party reserves the right to withdraw from this Agreement by written notice to the other party and the Commission. Written notice must be served within 10 business days of service of the Order rejecting part or all of this Agreement or imposing conditions not proposed in this Agreement. In such event, neither party will be bound or prejudiced by the terms of this Agreement, and the Parties agree to cooperate in developing a procedural schedule.

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

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

11 Counterparts: The Parties may execute this Agreement in counterparts and as executed shall constitute one agreement. A signed signature page sent by facsimile or email is as effective as an original document.

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

DATED this 23rd day of April 2020.

CHRIS ROBERT MILLER,
D/B/A SILVER LIMOUSINE AND
SILVER TRANSPORTATION

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

ROBERT W. FERGUSON
Attorney General

[See Attachment A]

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/s/ Nash Callaghan

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