

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In Re Application TC-111306 of)	DOCKET TC-111306
)	
MILLER SCHMER, INC., d/b/a SEATTLE)	
EXPRESS)	NARRATIVE SUPPORTING
)	SETTLEMENT AGREEMENT
For Extension of Authority Under)	
Certificate No. C-1052, For a Certificate of)	
Public Convenience and Necessity to)	
Operate Motor Vehicles in Furnishing)	
Passenger and Express Service as an Auto)	
Transportation Company)	
_____)	

I. INTRODUCTION

1 This Narrative Supporting Settlement Agreement (Narrative) is filed pursuant to WAC 480-07-740(2)(a) on behalf of Miller Schmer, Inc., d/b/a Seattle Express (Seattle Express), Shuttle Express, Inc. (Shuttle Express), and Staff of the Washington Utilities and Transportation Commission (Staff) (collectively, "the Parties"). The Parties have signed the settlement agreement (Agreement), which is being filed concurrently with this Narrative. This Narrative is not intended to modify any terms of the Agreement.

II. PROPOSALS FOR REVIEW PROCEDURE

2 The Parties submit that this matter is considerably less complex than a general rate proceeding and request that review proceed on a timetable for less complex matters, as provided in WAC 480-07-740(1)(b). To the knowledge of all of the parties, there are no opponents of the Agreement. Because of the less complex nature of this matter and the

uncontested status of the Agreement, the Parties suggest that a formal settlement hearing along with the opportunity for public comment are unnecessary in this case.

3 In support of their Agreement, the Parties submit this Narrative, draft tariff sheets (Attachment A to Settlement Agreement), and statements of need for the proposed service (Attachment B to Settlement Agreement). The Parties do not intend to file further documentation supporting the Agreement. If, however, the Commission requires supporting documents beyond the documents on file in this docket, including the documents filed in support of the Agreement, the Parties will provide documentation as needed.

4 In keeping with WAC 480-07-740(2)(b), the Parties are prepared to present one or more witnesses each to testify in support of the proposal and answer questions concerning the Agreement's details, and its costs and benefits, should such testimony be required. In addition, counsel for all Parties are available to respond to any questions regarding the proposed Agreement that the Commission may have.

5 The Parties request a streamlined review of the proposed Agreement. To that end, the Parties would prefer an informal review on a paper record. In accordance with WAC 480-07-730, the Parties propose the foregoing procedural alternatives for review of the proposed Agreement.

III. SCOPE OF THE UNDERLYING DISPUTE

6 The underlying dispute concerns a protested application for extension of auto transportation authority. Seattle Express requested authority to transport passengers between Cruise Terminals 66 and 91 and the Sea-Tac International Airport. The protestant, Shuttle Express, currently holds authority to serve this route.

IV. DESCRIPTION OF PROPOSED SETTLEMENT

7 The Agreement presents a modified proposed extension of service, which resolves all of the issues in dispute. Seattle Express agrees to proposed authority that would allow it to provide transportation from hotels in the cities of Sea-Tac and Tukwila with a required stop at Cruise Terminal 66 or 91 to Sea-Tac International Airport.¹ Seattle Express also agrees to a restriction that passengers travel on a single-fare ticket.² Under Seattle Express' current authority, Seattle Express can transport passengers from hotels in the cities of Sea-Tac and Tukwila to Cruise Terminal 66 or 91. The proposed authority would allow Seattle Express to pick up these same passengers at the conclusion of their cruises and transport them to the airport.

8 The single-fare ticket ensures that passengers traveling with Seattle Express from the cruise terminals to the airport have already traveled with Seattle Express from a Sea-Tac or Tukwila hotel to the cruise terminals. Although Seattle Express could transport passengers under the proposed authority from hotels in Sea-Tac and Tukwila to Sea-Tac International Airport in one trip, by way of the cruise terminals, the Parties anticipate that the required intermediate stop at the cruise terminals will discourage passengers from selecting this option.

9 Based on the negotiated modifications to the proposed service, Shuttle Express agrees to withdraw its protest.³

¹ Settlement Agreement, ¶ 7.

² *Id.* at ¶ 7.

³ *Id.* at 8.

V. STATEMENT OF PARTIES' INTERESTS AND THE PUBLIC INTEREST

10 The Parties find it is in their best interests to avoid the expense, inconvenience, uncertainty, and delay inherent in a litigated outcome. The Agreement resolves all of the issues in dispute. Under these circumstances, it is in the public interest that this proceeding conclude without the further expenditure of public resources on litigation expenses.

VI. LEGAL POINTS THAT BEAR ON PROPOSED SETTLEMENT

11 Under RCW 81.68.040, an auto transportation company is prohibited from transporting passengers and their baggage for compensation between fixed termini or over a regular route before it has obtained a certificate from the Commission declaring that public convenience and necessity require such operation. This statute further provides that, if the existing auto transportation company serving such territory does not object, the Commission can issue the certificate sought with or without a hearing. The only protestant, Shuttle Express, to the application at issue has agreed to withdraw its protest. The applicant, Seattle Express, has provided evidence in Attachment B that the public requires the proposed service. Finally, the Parties agree that the proposed service, as modified by this Agreement, is necessary and will be a convenience to the public.

12 In WAC 480-07-700, the Commission states its support for parties' informal efforts to resolve disputes without the need for contested hearings when doing so is lawful and consistent with the public interest. The Parties have resolved all of the issues in dispute between them, and their resolution complies with Commission rules and, as explained above, is consistent with the public interest.

VII. CONCLUSION

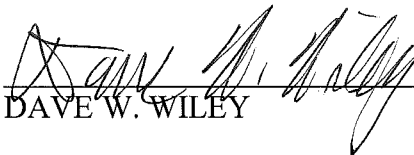
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Because the Parties have negotiated a compromise on all of the issues in this dispute, and because the Agreement is in the public interest, the Parties request that the Commission issue an order approving the Agreement in full.

Respectfully submitted this 28th day of March, 2012.

MILLER SCHMER d/b/a SEATTLE EXPRESS

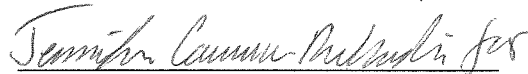
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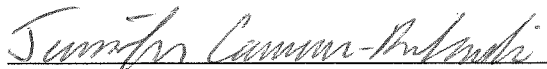
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