

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

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

MICHAEL S. MILLER,
D/B/A TIGER MOUNTAIN SHUTTLE
AND TIGER SHUTTLE

DOCKET TE-190828
SETTLEMENT AGREEMENT

I. OVERVIEW

1 Staff of the Washington Utilities and Transportation Commission (Staff) and Michael S. Miller, d/b/a Tiger Mountain Shuttle and Tiger Shuttle (Tiger Shuttle or Company) (collectively “the Parties”), through their authorized representatives, enter into the following settlement agreement (Agreement) to resolve all issues in Docket TE-190828, which concerns the proper carrier classification of, and complaint for penalties against the Company based on a Company offer and advertisement to provide charter party or excursion carrier service without first having obtained a certificate from the Commission, on September 16, 2019.

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 Docket TE-190828. 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

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The Parties have reached an agreement on the issues raised in Docket TE-190828 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: The Company admits that, on or about September 16, 2019, the Company both offered and advertised to provide charter party or excursion carrier service without first having obtained a certificate from the Commission, representing two violations of RCW 81.70.220(1). The Company agrees to the facts set forth in the Commission's November 3, 2019 Order Instituting Special Proceeding; Complaint Seeking to Impose Penalties; Notice of Hearing, as well as the October 25, 2019 Declaration of Commission Compliance Investigator Jason Hoxit.
- Mitigating circumstances and reduced likelihood of future violations: Due to the Company's cooperation with Staff, its subsequent conduct in discontinuing its illegal operations and advertising, and its commitment to comply with the Commission's rules and orders going forward, Staff believes the likelihood of repeated future violations to be low.
- Monetary penalty: The Commission will impose a penalty of \$5,000, with \$500 of that penalty immediately due and payable, and with \$4,500 of that penalty suspended for a period of two years from the effective date of the Commission order approving this settlement. The suspended penalty will be waived after the

two year period provided that the Company refrains from operating as a charter party or excursion carrier, including advertising, without prior authorization from the Commission. The \$500 portion of the penalty that is due and payable is subject to the payment schedule contained in Appendix A.

- Future enforcement of allegations set forth in complaint: Staff confirms that it will not pursue further enforcement against the Company arising out of any of the allegations set forth in Docket TE-190828.

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), whichever 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 Publications: 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 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 Staff's recommendation to approve the Agreement is not binding on the Commission itself.

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


9 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 Docket TE-190828. 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.

10 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.

11 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.

12 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.

13 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 5  th day of February, 2020.

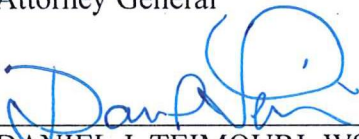
TIGER SHUTTLE

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

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