

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,

Complainant,

v.

CASCADE ADVENTURES INC.;
CASCADE ADVENTURES BAKER BUS,
LLC; BAKER BUS SKI AND
SNOWBOARD CLUB

Respondent.

DOCKET TE-190086

SETTLEMENT AGREEMENT

I. INTRODUCTION

1 The regulatory staff (Staff) of the Washington Utilities and Transportation Commission (Commission), and Cascade Adventures Inc.; Cascade Adventures Baker Bus, LLC; and Baker Bus Ski and Snowboard Club (Baker Bus or Company), through their authorized representatives, enter into the following Settlement Agreement (Settlement) to resolve all issues in Docket TE-190086.¹

2 This Settlement is a “full multiparty settlement” as the Commission defines that term in WAC 480-07-730(3)(a) because it resolves all issues raised in this docket among Staff and Baker Bus (the Parties). It is subject to review and disposition by the Commission to determine whether it complies with the applicable legal requirements and whether approval of the Settlement is consistent with the public interest.²

¹ For clarity, references in the Settlement to “Baker Bus” or “Company” should be interpreted as referring to the non-profit “Baker Bus Ski and Snowboard Club,” unless otherwise noted.

² WAC 480-07-740, -750.

II. BACKGROUND

3 In February 2021, Staff initiated an investigation into whether Baker Bus was in
compliance with Order 02 in this Docket. Based on its investigation, Staff initially found
that Baker Bus was not operating in compliance with Order 02 because it was operating as a
charter excursion carrier without authority from the Commission, and recommended that the
Commission impose \$8,500 in suspended penalties.

4 The Parties initiated an adjudication before the Commission and engaged in further
discovery. Through discovery, Baker Bus provided documents to Staff indicating that it was
operating as a non-profit company under the name “Baker Bus Ski and Snowboard Club,” as
opposed to the for-profit company “Cascade Adventures Baker Bus,” which had been
previously regulated by the Commission.³

5 On July 8, 2021, the Parties convened a settlement conference to attempt to resolve
the issues presented in this Docket. This Settlement resulted from that conference.

III. TERMS OF AGREEMENT

6 The Parties have reached an agreement on all issues raised in Docket TE-190086 and
present this Settlement for the Commission’s consideration and approval. The Parties
therefore adopt the following Settlement, which they enter into voluntarily, to resolve the
matters in dispute between them and to expedite the orderly disposition of this proceeding:

- Admission – Baker Bus admits that it engaged in the business of a charter party
carrier or excursion service carrier without having obtained authority from the
Commission to do so in violation of RCW 81.70.220(1) on two occasions by

³ See, *In re Classification of Cascade Adventures Inc.; Cascade Adventures Baker Bus*, Docket TE-190086, Order 02 (March 12, 2019).

advertising charter excursion service and providing charter excursion service during the timeframe alleged in Staff’s Motion to Impose Suspended Penalties;⁴

- Classification – Baker Bus admits that it is operating as a charter excursion carrier subject to the jurisdiction of the Commission;
- Penalty – Baker Bus will pay a penalty of \$1,000 on a payment plan that is agreeable to all the Parties. Because of the ongoing health concerns presented by COVID-19 and given the seasonal nature of Baker Bus’s operations, no payment under the plan will be due and payable before December 01, 2021. If the Parties cannot agree on the terms of a payment plan, they will petition the Commission to set reasonable terms for such a plan;
- Suspended Penalty – Baker Bus will accept the imposition of a \$9,000 suspended penalty. The Commission shall waive the suspended penalty after a period of two years from the effective date of this agreement, provided that Baker Bus does not operate as a charter excursion carrier without authority from the Commission;

IV. GENERAL PROVISIONS

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

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

⁴ After discussion, Staff has agreed to withdraw its original request that the \$8,500 suspended penalty be imposed, based on the Company’s lack of bad faith in reorganizing as a non-profit and cooperation with Staff.

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

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

11 Other proceedings: This Settlement shall have no precedential or preclusive effect in other proceedings except a proceeding to enforce its terms. In the event this Settlement does not become effective, this Settlement 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-190086. In the event that the Commission rejects all or any portion of this Settlement, or accepts the Settlement with conditions, each of the Parties reserves the right to withdraw from this Settlement by written notice to the other Parties and the Commission. Written notice must be served within 10 business days of service of the order rejecting part or all of this Settlement or imposing conditions on its approval. In such event, no party will be bound by the terms of this Settlement, and the Parties agree to cooperate in developing a procedural schedule.

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

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

14 Counterparts: The Parties may execute this Settlement 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.

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

DATED this 3rd day of August, 2021.

CASCADE ADVENTURES INC.;
CASCADE ADVENTURES BAKER
BUS, LLC; BAKER BUS SKI AND
SNOWBOARD CLUB

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

ROBERT W. FERGUSON
Attorney General

Paul Engel

/s/ Harry Fukano

Paul Engel
Owner/Operator
P.O. Box 5147
Glacier, WA 98244
(360) 599-3115
hoboexpeditions@hotmail.com

HARRY FUKANO, WSBA No. 52458
Assistant Attorney General
Office of the Attorney General
Utilities and Transportation Division
P.O. Box 40128
Olympia, WA 98504
(360) 664-1225
harry.fukano@utc.wa.gov
Attorney for Commission Staff