

**BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

In re Application of

SEATAC SHUTTLE, LLC

for Extension of Certificate No. C-1077,
Seatac Shuttle, LLC, d/b/a Whidbey Seatac
Shuttle.

Docket No. TC-090118

Permit No. C-1077

**PROTEST AND REQUEST FOR
ADJUDICATIVE PROCEEDING
AND HEARING OF SHUTTLE
EXPRESS, INC.**

1 Shuttle Express, Inc. d/b/a Shuttle Express ("Shuttle Express") protests the above-captioned application of SeaTac Shuttle, LLC ("Applicant") under WAC 480-30-116. Shuttle Express requests that the WUTC commence an adjudicative proceeding and set this application for hearing for the reasons identified in this protest.

2 Shuttle Express is an auto transportation company operating under authority issued by the WUTC. See Attachment (Certificate No. C-000975). Under this certificate, Shuttle Express has the authority to provide door-to-door service between Sea-Tac Airport, Boeing Field, Renton Airport, Paine Field, and points within a 25 mile radius of these airports, including points in King County, among other locations. Shuttle Express operates a fleet of approximately 100 vans. Shuttle Express uses the majority of these vans to provide express, door-to-door airporter service in authorized areas. Shuttle Express's address is 800 S.W. 16th Street, Renton, Washington, 98055.

PROTEST AND REQUEST FOR ADJUDICATIVE
PROCEEDING AND HEARING OF SHUTTLE
EXPRESS, INC. - 1

MILLER NASH LLP
ATTORNEYS AND COUNSELORS AT LAW
TELEPHONE (206) 622-8484
4400 TWO UNION SQUARE
601 UNION STREET, SEATTLE, WASHINGTON 98101-2352

SEADOCS:381797.3

3 Shuttle Express believes that a grant of Applicant's application is not in the public interest and is not required by the public convenience and necessity. Applicant requests authority to provide passenger service between Paine Field and Seattle Tacoma International Airport and Seattle and Paine Field. Shuttle Express already provides satisfactory service along the portions of this route within its certificated territory. There is no public need for the Applicant's proposed, duplicative service, as Shuttle Express's existing equipment is not fully utilized and is available to provide additional service should the need and opportunity arise.

4 Shuttle Express may be willing to agree to a restrictive amendment that eliminates the duplicative service from the Applicant's application, but it is not possible to specify the exact form of that amendment at this time.

5 If the WUTC sets this matter for hearing, Shuttle Express will appear, submit evidence, and present witnesses at the hearing in support of this protest. Shuttle Express' presentation should take approximately one-half day, although that estimate may change over the course of this proceeding. Shuttle Express will represent itself in this proceeding and will be represented by its attorneys, Brooks E. Harlow and David L. Rice, who may be contacted at: Miller Nash LLP, 4400 Two Union Square, 601 Union Street, Seattle, Washington, 98101, 206.622.8484, brooks.harlow@millernash.com, david.rice@millernash.com.

DATED this 13th day of February, 2009.

MILLER NASH LLP

By: 
David L. Rice

Attorneys for Shuttle Express, Inc.
d/b/a Shuttle Express

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ATTACHMENT

For the Operation of Motor Propelled Vehicles

pursuant to the provisions of Chapter 81 RCW

THIS IS TO CERTIFY that authority is granted to operate as a MOTOR CARRIER in the transportation of the commodities and in the territory described herein to

SHUTTLE EXPRESS, INC.
d/b/a SHUTTLE EXPRESS
805 LENORA STREET
SEATTLE, WA 98121

PERMIT NO.
C-000975

D-1

PASSENGER AND EXPRESS AIRPORTER SERVICE.

Between: The Seattle-Tacoma International Airport, Boeing Field, Renton Airport, and Paine Field and points within the Seattle Commercial Zone in King and Snohomish Counties and excluding points in Kitsap and Pierce Counties, described as follows:

(a) the municipality of Seattle; excluding service to or from the following hotel and/or motels.

The Stouffer Madison Hotel, Crown Plaza, Four Seasons Olympic, Seattle Hilton, Seattle Sheraton, Westin, Warwick, and Best Western Executive Inn; and further excluding service to or from any hotels and/or motels located within the Downtown Seattle Area (as hereafter defined) that first open for business after May 1, 1992, provided, however, this exclusion as to hotels and-or motels that first open for business after May 1, 1992, shall not extend to any hotel and/or motel: (a) that is not served by Grayline of Seattle under Certificate No. C-819 within ninety (90) days of opening; (b) during any period after which Grayline of Seattle has failed to provide service under Certificate No. C-819 to such hotel and/or motel for any period of ninety (90) consecutive days; or (c) that Grayline of Seattle has given written notice of its election not to provide service under Certificate No. C-819. The Downtown Seattle Area is defined as follows:

(A) Beginning at the intersection of Battery St. and 6th Ave., then southeast on 6th Avenue to Blanchard St., then northeast on Blanchard St. to 9th Ave., then southeast on 9th Ave. to Interstate 5, then south on Interstate 5 to Royal Brougham Way, then west on Royal Brougham Way to Alaskan Way S., then north on Alaska Way S. (turning into Alaskan Way) to Battery St., then northeast on Battery St. to the Intersection with 6th Ave.;

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COMMISSION

By St. Miller



(B) The term "within the Downtown Seattle Area" includes any property either partially or entirely within the Downtown Seattle Area or, even though partially or entirely outside the Downtown Seattle Area, which abuts Alaskan Way or Alaskan Way S.

(b) All points within a line drawn fifteen miles beyond the municipal line of Seattle;

(c) Those points in King County which are not within the area described in (b) of this subsection and which are west of a line beginning at the intersection of the line described in (b) of this subsection and Washington Highway 18, thence northerly along Washington Highway 18 to junction of Interstate Highway 90, thence westerly along Interstate Highway 90 to junction of Washington Highway 203, thence northerly along Washington Highway 203 to the King County line; and those points in Snohomish County, which are not within the area described in (b) of this subsection and which are west of Washington Highway 9.

(d) All of any municipality any part of which is within the limits of the combined areas defined in (b) and (c) of this subsection; and

(e) All of any municipality wholly surrounded, or so surrounded except for a water boundary, by the municipality of Seattle or by any other municipality included under the terms of (d) of this subsection.

Between: The Seattle-Tacoma International Airport, Boeing Field, Renton Airport and Paine Field and points within a 25 mile radius of these airports, excluding points in Kitsap and Pierce Counties.

Between: The Seattle-Tacoma International Airport and points in Pierce County, excluding service to or from Fort Lewis Army Base, McChord Air Force Base, Pearls by the Sea in Purdy, Safeway at Pt. Fosdick Square in Gig Harbor, and Denny's Restaurant at 5924 - 6th Avenue in Tacoma.

RESTRICTIONS:

- 1) Service may be provided in vehicles no larger than a seven passenger van.
- 2) Service may not be provided to or from the Sheraton Tacoma Hotel, La Quinta Hotel, Quality Hotel, Sherwood Inn, Lakewood Motor Inn and Tacoma Inn-Best Western.



Continuation

THE FOLLOWING AUTHORITY WAS OBTAINED BY TRANSFER FROM C-859 STANDING IN THE NAME OF SUBURBAN AIRPORTER, INC.

PASSENGER SERVICE BETWEEN:

Kirkland, Redmond, Bellevue, Mercer Island and Renton on the one hand and the Seattle-Tacoma International Airport on the other hand, via Interstate Highway 405 and connecting highways; subject to the following limitations: (1) The transportation service is limited to passengers, and their baggage, to or from Seattle-Tacoma International Airport. (2) No service is authorized except at points named. (3) Service at the said airport shall be conducted in accordance with authorization issued by the Port of Seattle and such authorization is a term of this certificate. In the event of failure to comply with such authorization, this certificate, after hearing, may be suspended or revoked, in whole or in part. The holder of this certificate shall file with the Commission a copy of each authorization, or cancellation thereof, issued by the Port of Seattle.

SUB. NO. 1 PASSENGER SERVICE BETWEEN:

Seattle-Tacoma International Airport, and/or Boeing Field Airport and Kirkland, Washington via county roads or city streets to Interstate 5 to Interstate 90 and/or SR 520, thence to their junction with Interstate 405, thence over Interstate 405 and County Roads to Kirkland. (a) Via Interstate 405 and County Roads to points lying between Kirkland and the Snohomish County line. (b) West of Bothell to a line drawn south from the Snohomish County line along NE 88th to NE 170th St., thence West to Lake Washington. (c) Issaquah in King County.

THE FOLLOWING AUTHORITY WAS OBTAINED BY TRANSFER FROM C-858 STANDING IN THE NAME OF COOMBS, ORVILLE J. & DIANE J.

PASSENGER SERVICE

BETWEEN:

Everett, the Everett Holiday Inn and Lynnwood and the Ramada Inn, 2140 North Northgate Way, Seattle, on the one hand and the Seattle-Tacoma International Airport on the other hand via local streets, Interstate Highway 5, State Road 518 or Interstate 405 and 99.



BETWEEN:

Sherwood Inn located in the University District at the intersection of Interstate 5 and N.E. 45th St. and the Seattle-Tacoma International Airport via I-5 and N.E. 45th Street or alternate routes north and south.

LIMITATIONS:

1. No express service may be rendered hereunder except in the carrying of baggage of passengers.
2. No service may be rendered hereunder from, to or between intermediate points between Everett, the Everett Holiday Inn, Lynnwood and the Ramada Inn, 2140 North Northgate Way, Seattle, and the Sherwood Inn, Interstate 5 and N.E. 45th Street on the one hand and the Seattle-Tacoma International Airport on the other hand via local streets, Interstate Highway 5, State Road 518 or Interstate Highway 405 and 99 or alternate routes north and south.
3. The certificate shall remain effective only during the existence of satisfactory arrangements between the certificate holder and the Port of Seattle whereby the certificate holder shall be permitted to have access to and to afford the service under the certificate at the Seattle-Tacoma Airport.
4. The certificate holder must promptly furnish this Commission with a copy of any subsequent arrangements with the Port of Seattle which will change, modify, or expand any prior arrangements filed with the commission.

M. V. C. No. 2032

01-14-94




CERTIFICATE OF SERVICE
WUTC DOCKET NO. TC-090118

I hereby certify under penalty of perjury that I caused to be served as noted below, a copy of the Protest and Request for Adjudicative Proceeding and Hearing on the Applicant at the following address by certified mail, return receipt requested:

SeaTac Shuttle, LLC
d/b/a Whidbey SeaTac Shuttle
P.O. Box 2895
Oak Harbor, WA 98277

Dated this 13th day of February, 2009.



Carol Munnerlyn, Secretary

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