

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,

Complainant,

v.

BNSF RAILWAY COMPANY,

Respondent.

DOCKET TR-150284

SETTLEMENT AGREEMENT

I. OVERVIEW

1 Staff of the Washington Utilities and Transportation Commission (Staff) and BNSF
Railway Company (BNSF or the Company), through their authorized representatives, adopt
the following settlement agreement (Agreement) to resolve all issues in Docket TR-150284,
which concerns BNSF's compliance with a statewide accident reporting regulation.

II. JURISDICTION

2 The Washington Utilities and Transportation Commission (Commission) has
jurisdiction to approve and enforce this Agreement.

III. EFFECTIVE DATE

3 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).

IV. TERMS OF AGREEMENT

4 Admission of liability. The Company admits that it violated WAC 480-62-310. As
stated in the Narrative supporting this Agreement, the Company does not admit that each

and every violation claimed in Staff's investigation and the Commission's complaint in Docket TR-150284 is supported by fact or law.

5 Monetary penalty. The Commission imposes a penalty of \$71,700 (full penalty). The Commission suspends \$40,000 of the full penalty (suspended penalty) on the condition that the Company complies with WAC 480-62-310 for one year following the effective date of this Agreement. The Company will pay the remaining \$31,700 portion of the full penalty (non-suspended penalty) within 30 calendar days of the effective date of this Agreement. If the Company fails to pay the non-suspended penalty within the required time period, the full penalty becomes due immediately. If the Company timely pays the non-suspended penalty and complies with WAC 480-62-310 for one year following the effective date of this Agreement, Staff will ask the Commission to enter a notice or order waiving enforcement of the suspended penalty. But if the Company fails to comply with WAC 480-62-310 at any point within one year following the effective date of this Agreement, Staff may request that the Commission impose up to the full suspended penalty.

6 Technical assistance meeting. At a mutually convenient time and date to be established by separate agreement of the parties, Staff will meet with Company representatives to discuss, among other potential topics, best practices for compliance with WAC 480-62-310.

V. GENERAL PROVISIONS

7 Public interest. The parties agree that this Agreement promotes the public interest, and that it is appropriate for unconditional Commission acceptance under WAC 480-07-750.

8 Advocacy. The parties agree to advocate for acceptance of this Agreement before the Commission. After the Commission accepts this Agreement, no party or its agents, employees, consultants, or attorneys will engage in advocacy contrary to the Agreement.

9 Announcements and news releases. The parties agree to provide each other the right to review, in advance of publication, any announcement or news release that the party intends to make about this Agreement. The right to review includes a reasonable opportunity to comment on and request changes to the text of such announcements or news releases.

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

11 Other proceedings. This Agreement is entered for settlement purposes only and shall have no precedential or preclusive effect in other proceedings. In the event this Agreement does not become effective pursuant to Section III of this Agreement, this Agreement shall be null and void, with no binding effect on the parties and with no precedential or preclusive effect on the Company or Staff regarding the resumption of the litigation in Docket TR-150284.

12 Final agreement. This Agreement supersedes all prior oral and written agreements concerning issues addressed herein.

13 Counterparts. The parties may execute this Agreement in counterparts.

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

//

//

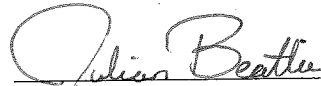
//

DATED this 27th day of August 2015.

BNSF RAILWAY COMPANY

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

ROBERT W. FERGUSON
Attorney General



P. STEPHEN DIJULIO, WSBA #7139
CHRISTOPHER EMCH, WSBA #26457
FOSTER PEPPER PLLC
Attorneys for BNSF Railway Company
Phone: (206) 447-4400
Email: dijup@foster.com
Email: emchc@foster.com

JULIAN H. BEATTIE, WSBA #45586
Assistant Attorney General
Attorney for Commission Staff
Phone: (360) 664-1225
Email: jbeattie@utc.wa.gov

DATED this 27th day of August 2015.

BNSF RAILWAY COMPANY



P. STEPHEN DIJULIO, WSBA #7139
CHRISTOPHER EMCH, WSBA #26457
FOSTER PEPPER PLLC
Attorneys for BNSF Railway Company
Phone: (206) 447-4400
Email: dijup@foster.com
Email: emchc@foster.com

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

ROBERT W. FERGUSON
Attorney General

JULIAN H. BEATTIE, WSBA #45586
Assistant Attorney General
Attorney for Commission Staff
Phone: (360) 664-1225
Email: jbeattie@utc.wa.gov