

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

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

DOCKET TG-260016

SETTLEMENT AGREEMENT

BENJAMIN HOSKINS
J CANNON H LLC D/B/A 1-800-GOT-
JUNK?

I. INTRODUCTION

1 The regulatory staff (Staff) of the Washington Utilities and Transportation
Commission (Commission) and J Cannon H LLC d/b/a 1-800-GOT-JUNK? (GOT-JUNK?
or Company), through their authorized representatives, enter into the following settlement
agreement (Settlement) to resolve the issues raised in Docket TG-260016.

2 This Settlement is a “full multiparty settlement” as that term is defined in WAC 480-
07-730(3)(a) because it resolves all issues raised in this docket among Staff and GOT-
JUNK? (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.¹

II. BACKGROUND

3 On February 17, 2026, the Commission entered Order 01, Order Instituting Special
Proceeding; Complaint Seeking to Impose Penalties; and Notice of Mandatory Appearance
at Hearing (Complaint), pursuant to RCW 81.04.510, initiating this docket on its own

¹ WAC 480-07-740, -750.

motion. The Complaint alleges that GOT-JUNK? violated RCW 81.77.040 on at least four occasions by providing solid waste collection services.

a) The documented violations are as follows:

- June 5, 2025: Wendy's, 22928 Bothell Everett Highway, Bothell.
- June 14, 2025: Chipotle, 104 Samish Way, Bellingham.
- July 11, 2025: Best Buy, 4281 Meridian St, Bellingham.
- October 21, 2025, Wendy's: 140 South Samish Way, Bellingham.

b) On January 13, 2026, the company responded to these violations confirming that they were solid waste transportation jobs that should not have been performed by the company. They also provided additional context into the nature of their franchise and being dispatched to jobs.

c) At the time of providing these services, GOT-JUNK? did not possess a Certificate of Public Convenience and Necessity to operate as a solid waste collection company in the areas serviced. Consequently, these four instances represent documented violations of RCW 81.77.040.

III. TERMS OF AGREEMENT

4 The Parties have reached an agreement on the issues raised in Docket TG-260016 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 – GOT-JUNK? admits that it violated RCW 81.77.040 on four occasions by providing solid waste collection services.
- Classification – GOT-JUNK? admits that it operated as a solid waste carrier subject to the jurisdiction of the Commission.

- Cease and Desist – GOT-JUNK? agrees to cease and desist activities subject to regulation under Title 81 RCW unless they obtain a solid waste certificate.
- Penalty – GOT-JUNK? will pay a penalty of \$500. This amount will be due and payable upon the Commission's approval of the Settlement.
- Suspended Penalty – GOT-JUNK? will accept the imposition of a \$3,500 suspended penalty. The Commission shall waive the suspended penalty after a period of two years from the effective date of this agreement, provided that GOT-JUNK? does not operate as a solid waste carrier without authority from the Commission.

IV. GENERAL PROVISIONS

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

6 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
11 first.

7 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
12 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.

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

9

Other proceedings: This Settlement shall have no precedential or preclusive effect in other proceedings except in 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 TG-260016. In the event that the Commission rejects all or any portion of this Settlement, or accepts the Settlement with conditions not proposed in this Settlement, each party reserves the right to withdraw from this Settlement 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 Settlement or imposing conditions not proposed in this Settlement. In such event, no party will be bound or prejudiced by the terms of this Settlement, and the Parties agree to cooperate in developing a procedural schedule.

10

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.

11

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.

12

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.

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

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DATED THIS 18th DAY OF FEBRUARY, 2026.

J CANNON H LLC D/B/A 1-800-GOT-
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