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BEFORE THE WASHINGTON UTILITIES  
AND TRANSPORTATION COMMISSION

STERICYCLE OF WASHINGTON, INC.,

Complainant,

v.

WASTE MANAGEMENT OF  
WASHINGTON, INC., d/b/a WM Healthcare  
Solutions of Washington,

Respondent.

Docket No. TG-121597

**ANSWER OF WASTE  
MANAGEMENT OF WASHINGTON,  
INC. TO COMPLAINT AND  
PETITION FOR DECLARATORY  
RELIEF**

Respondent Waste Management of Washington, Inc. d/b/a WM Healthcare Solutions of Washington (“Waste Management”) answers Complainant Stericycle of Washington, Inc.’s (“Stericycle”) Complaint and Petition for Declaratory Relief (“Complaint”) and asserts affirmative or other defenses as follows:

**ANSWER**

1. Paragraph 1 does not state any factual allegations to which an answer is required.
2. Waste Management admits Paragraph 2.
3. Waste Management admits Paragraph 3.
4. Answering Paragraph 4, Waste Management admits that the Commission has the authority specified in the cited statutes and that the cited statutes speak for themselves. Waste Management denies that Stericycle is entitled to relief under any of the stated laws or regulations.

1           5.       Paragraph 5 does not state any factual allegations to which an answer is required.  
2 Waste Management denies that Stericycle is entitled to relief under any of the stated laws or  
3 regulations cited.

4           6.       Answering Paragraph 6, Waste Management admits that it has solicited  
5 generators of biomedical waste to contract for biomedical waste collection services. Waste  
6 Management specifically denies that it offers, or has offered in the past, unlawful rebates as an  
7 inducement to contract with it for biomedical waste collection services.

8           7.       Answering Paragraph 7, Waste Management admits that it solicited Public  
9 Hospital District No. 1, d/b/a Skagit Valley Hospital (“Skagit Valley”) for its biomedical waste  
10 collection business, and further admits that it eventually entered into an agreement with Skagit  
11 Valley to provide biomedical waste collection services, as well as other waste collection  
12 services. Waste Management is without sufficient information to form a belief as to the truth or  
13 falsity of the allegations concerning Stericycle’s interactions with Skagit Valley, and therefore  
14 denies such allegations. Waste Management specifically denies that it offers, or has offered in  
15 the past, unlawful rebates as an inducement to contract with it for biomedical waste collection  
16 services, and further denies that it made misleading representations to Skagit Valley. Waste  
17 Management states that Exhibit A speaks for itself. Waste Management denies each of the  
18 remaining allegations in Paragraph 7.

19           8.       Answering Paragraph 8, Waste Management admits that it solicited Northwest  
20 Hospital & Medical Center for its biomedical waste collection business, and further admits that it  
21 eventually entered into an agreement with Northwest Hospital to provide biomedical waste  
22 collection services, as well as other waste collection services. Waste Management is without  
23 sufficient information to form a belief as to the truth or falsity of the allegations concerning  
24 Stericycle’s interactions with Northwest Hospital, and therefore denies such allegations. Waste  
25 Management specifically denies that it offers, or has offered in the past, unlawful rebates as an  
26 inducement to contract with it for biomedical waste collection services. Waste Management

1 further states that Exhibit B speaks for itself. Waste Management denies each of the remaining  
2 allegations in Paragraph 8.

3 9. Answering Paragraph 9, Waste Management admits that it solicited biomedical  
4 waste collection services from Valley Medical Center, and further admits that it has contracted to  
5 provide Valley Medical Center's recycling services. Waste Management further states that  
6 Exhibit C speaks for itself. Waste Management denies each of the remaining allegations in  
7 Paragraph 9.

8 10. Answering Paragraph 10, Waste Management admits that it has solicited the  
9 biomedical waste collection business of other Washington generators. Waste Management  
10 specifically denies that it offers, or has offered in the past, unlawful rebates as an inducement to  
11 contract with it for biomedical waste collection services.

12 11. Answering Paragraph 11, Waste Management denies that it has engaged in  
13 unlawful rebating, and further denies that it has caused adverse effects on Stericycle's business.  
14 Waste Management denies each of the remaining allegations in Paragraph 11.

15 12. Answering Paragraph 12, Waste Management admits that it has solicited  
16 customers for its "ecoFinity" sharps recycling collection services outside the territory included  
17 under its Certificate No. G-237. Waste Management further admits that it entered into an  
18 agreement to provide its "ecoFinity" sharps recycling collection services with PeaceHealth St.  
19 Joseph Medical Center in Bellingham, Washington ("St. Joseph"), and that it has provided and  
20 continues to provide such services to St. Joseph. Waste Management states that Exhibits D and  
21 E speak for themselves. Waste Management specifically denies that its collection and  
22 transportation of biomedical sharps waste for treatment and disposal outside of its certificated  
23 territories violates RCW 81.77.040 or any other applicable law. Waste Management denies each  
24 of the remaining allegations in Paragraph 12.

25 13. Answering Paragraph 13, Waste Management admits that it has solicited  
26 customers for its "ecoFinity" sharps recycling collection services within the territory it is

1 authorized to serve under Certificate No. G-237. Waste Management denies that the rates  
2 specified in its biomedical waste tariff filed with the Commission are applicable to its  
3 “ecoFinity” sharps recycling collection service. Waste Management further states that Exhibit E  
4 speaks for itself. Waste Management specifically denies that providing its “ecoFinity” sharps  
5 recycling collection services to St. Joseph or soliciting other generators for its “ecoFinity” sharps  
6 recycling collection services is unlawful. Waste Management also denies that providing its  
7 “ecoFinity” sharps recycling collection services to St. Joseph or soliciting other generators for its  
8 “ecoFinity” sharps recycling collection services has adversely affected, or threatens to adversely  
9 affect, Stericycle’s business. Waste Management denies each of the remaining allegations in  
10 Paragraph 13.

11 14. Answering Paragraph 14, Waste Management denies that soliciting biomedical  
12 waste generators within the territory covered by Certificate No. G-237 for its “ecoFinity” sharps  
13 recycling collection services is unlawful. Waste Management denies that the rates contained in  
14 the tariff filed with the Commission are applicable to its “ecoFinity” sharps recycling collection  
15 services, and further denies that it has adversely affected Stericycle’s business. Waste  
16 Management denies each of the remaining allegations in Paragraph 14.

17 15. Paragraph 15 does not state any factual allegations to which an answer is required.  
18 Waste Management states that the statutes cited in Paragraph 15 speak for themselves. Waste  
19 Management denies that Stericycle is entitled to relief under any of the stated laws or rules.


20 16. Paragraph 16 does not state any factual allegations to which an answer is required.  
21 Waste Management states that the statutes cited in Paragraph 16 speak for themselves. Waste  
22 Management denies that Stericycle is entitled to relief under any of the stated laws.

23 17. Paragraph 17 does not state any factual allegations to which an answer is required.  
24 Waste Management states that the statute cited in Paragraph 17 speaks for itself. Waste  
25 Management denies that Stericycle is entitled to relief under RCW 81.28.210.



1 b. That the Commission grant such other or further relief as is just and equitable.

2 DATED this 5th day of November 2012.

3  
4 By 

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12 *Attorneys for Waste Management of*  
13 *Washington, Inc. d/b/a WM Healthcare*  
14 *Solutions of Washington*

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I have this day served this document upon all parties of record in this  
3 proceeding, by the method as indicated below, pursuant to WAC 480-07-150.

4 Steven B. Johnson 5 Garvey Schubert Barer 6 1191 Second Ave., Suite 1800 7 Seattle, WA 98101 (206) 464-3939 sjohnson@gsblaw.com	<input type="checkbox"/> Via Legal Messenger <input type="checkbox"/> Via Facsimile <input checked="" type="checkbox"/> Via U.S. Mail <input type="checkbox"/> Via Email
8 Washington Utilities and Transportation 9 Commission 10 1300 S. Evergreen Park Dr. SW 11 PO Box 47250 12 Olympia, WA 98504-7250 360-664-1160 records@utc.wa.gov	<input type="checkbox"/> Via Legal Messenger <input type="checkbox"/> Via Facsimile <input checked="" type="checkbox"/> Via Federal Express <input checked="" type="checkbox"/> Via Email

13 DATED at Seattle, Washington, this 5th day of November 2012.

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17 Deanna Schow  
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