

**BEFORE THE WASHINGTON  
UTILITIES AND TRANSPORTATION COMMISSION**

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

MAKE A WAY LLC

DOCKET TG-210898

SETTLEMENT AGREEMENT

**I. INTRODUCTION**

1           The regulatory staff (Staff) of the Washington Utilities and Transportation  
Commission (Commission) and Make A Way LLC (Make A Way or Company), through  
their authorized representatives, enter into the following settlement agreement (Settlement)  
to resolve the issues raised in Docket TG-210898.

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 Make A  
Way (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.<sup>1</sup>

**II. BACKGROUND**

3           On March 17, 2022, 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

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<sup>1</sup> WAC 480-07-740, -750.

motion. The Complaint alleges that Make A Way violated RCW 81.77.040 on at least two occasions by (1) offering and (2) advertising to provide solid waste service. Specifically, on October 18, 2021, Staff discovered advertisements on the Company's website that offered to provide solid waste service within the state of Washington. On October 18, 2021, Staff contacted the Company using an assumed name. On November 17, 2021, the Company responded with a quote for solid waste service in Thurston County, Washington.

### III. TERMS OF AGREEMENT

4 The Parties have reached an agreement on the issues raised in Docket TG-210898 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 – Make A Way admits that it violated RCW 81.77.040 on two occasions by (1) offering and (2) advertising to provide solid waste service.
- Classification – Make A Way admits that it operated as a solid waste carrier subject to the jurisdiction of the Commission.
- Penalty – Make A Way will pay a penalty of \$1,000. This amount will be due and payable upon the Commission's approval of the Settlement.
- Suspended Penalty – Make A Way will accept the imposition of a \$1,000 suspended penalty. The Commission shall waive the suspended penalty after a period of two years from the effective date of this agreement, provided that Make A Way does not operate as a solid waste carrier without authority from the Commission.
- Payment Plan – The Parties agree that Make A Way should be allowed to pay the penalty of \$1,000 penalty on a payment plan. The Parties agree that Make A Way

will pay the \$1,000 balance immediately due and owing as a result of Settlement over five months with monthly payments of \$250, as follows:

<b>Due Date</b>	<b>Amount</b>
April 1, 2022	\$200
May 2, 2022	\$200
June 1, 2022	\$200
July 1, 2022	\$200
August 1, 2022	\$200

- The Parties agree that if a payment is missed, the entire amount of the penalty, including the suspended portion of \$1,000 will become due and payable the day after the missed penalty was due. The Parties further agree that Make A Way may make payments in advance of the due date to discharge its payment obligation.

#### **IV. GENERAL PROVISIONS**

5            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).

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 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 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-210898. 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.

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 March 2022.

MAKE A WAY LLC



DAVID MULHOLLAND

OWNER

6216 Johnson Point Road NE

Olympia, WA 98516

360-556-9526

[DAVID@MAKEAWAYLLC.COM](mailto:DAVID@MAKEAWAYLLC.COM)

WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION

KATHRYN MCPHERSON

Commission Staff

*/s/ Kathryn McPherson*

Compliance Investigator

Transportation Safety Division

P.O. Box 47250

Olympia, WA 98504-7250

360-522-6121

[KATHRYN.MCPHERSON@UTC.WA.GOV](mailto:KATHRYN.MCPHERSON@UTC.WA.GOV)