

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

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

BOBBY WOLFORD TRUCKING &
SALVAGE, INC. d/b/a BOBBY
WOLFORD TRUCKING &
DEMOLITION, INC.

DOCKET TG-143802

SETTLEMENT AGREEMENT

1 This Settlement Agreement is a full settlement pursuant to WAC 480-07-730
because it is an agreement between all parties that resolves all issues raised in the above
docket.

I. PARTIES

2 The parties to this Settlement Agreement are Bobby Wolford Trucking & Salvage,
Inc. d/b/a Bobby Wolford Trucking & Demolition, Inc. (Bobby Wolford Trucking or
Company) and the Staff of the Washington Utilities and Transportation Commission (Staff)
(collectively, "the Parties").

II. AGREED FACTS

3 Under Washington law, a solid waste collection company may not advertise, solicit,
offer, or enter into an agreement to haul solid waste for compensation without a
Commission-issued certificate of convenience and necessity. RCW 81.77.040.

4 Staff began an investigation into Bobby Wolford Trucking in September 2014
following an informal complaint from a certificated solid waste collection company alleging
that Bobby Wolford Trucking was hauling demolition debris from the Everett Boeing Plant
to the Snohomish County Airport Road Transfer Station (ARTS). The complaint claimed
that the Company was hired by PCI Democon to pick up the demolition debris and transport
it to ARTS for disposal.

5 Staff contacted Bobby Wolford Trucking on September 17, 2014, by email, outlining the complaint and requesting information about the alleged operations. On October 3, 2014, Staff sent a letter to the Company providing a summary of Staff's investigation and further technical assistance. On October 16, 2014, the Company responded to Staff's letter through its legal representative, explaining that it received orders from PCI Democon to haul demolition waste materials for disposal and that its new dispatcher was, at the time, inexperienced and did not recognize the problem. The Company represented that it immediately stopped hauling from the Everett site to the ARTS.

6 Staff received information from Snohomish County Department of Public Works (Public Works) on October 28, 2014, in response to a public records request, which showed 191 charges posted to the PCI Democon account by Bobby Wolford Trucking for hauls to the ARTS between September 2 and September 30, 2014. Each of these charges represented a haul. Commission Staff clarified with Public Works staff that Bobby Wolford Trucking did all the trucking for PCI Democon, and all the hauls were identified to vehicles belonging to Bobby Wolford Trucking.

7 On January 16, 2015, the Commission served on Bobby Wolford Trucking an Order Instituting Special Proceeding and Notice of Hearing; Complaint Seeking to Impose Penalties, and Notice of Hearing (Order 01). Order 01 alleged that Bobby Wolford Trucking violated RCW 81.77.040 on 191 occasions by operating for the hauling of solid waste for compensation without first having obtained from the Commission a certificate of public convenience and necessity. With Order 01, the Commission sent a Subpoena and Subpoena Duces Tecum (Order 02) requiring Bobby Wolford Trucking to bring specific documents to the hearing, as well as a copy of Staff's investigation report. The Commission scheduled the matter for hearing on February 18, 2015.

8 Prior to the hearing, the Parties engaged in settlement discussions, which resulted in this Settlement Agreement. As part of the settlement discussions, Bobby Wolford Trucking supplied Staff with certain information covered by Order 02. That information revealed, in part, that the Company billed a total of \$41,186.30 for the 191 hauls that were the subject of Order 01.

9 On February 11, 2015, the Parties jointly requested temporary suspension of the procedural schedule to provide additional time to finalize and memorialize their agreement. On February 12, 2015, the Commission issued a notice suspending the procedural schedule and requiring filing of settlement documents or a status report by February 25, 2015.

III. AGREEMENT

10 The Parties have reached settlement agreement on the issues raised in the above docket and present their agreement for the Commission's consideration and approval. The Parties therefore adopt the following Settlement Agreement, which the Parties enter into voluntarily, to resolve the matters in dispute between them and to expedite the orderly disposition of this proceeding.

11 Staff recommends and the Parties agree that Bobby Wolford Trucking should be directed to cease and desist from providing all forms of solid waste collection services that require a certificate from the Commission pursuant to RCW 81.04.510. This includes, but is not limited to, transporting solid waste materials for compensation from a demolition project to a transfer station, unless such service is an incidental part of a clean-up or site restoration service provided by the Company.

12 Bobby Wolford Trucking admits that 191 violations of RCW 81.77.040 occurred, as alleged in Order 01. Staff recommends and the Parties agree that the Commission should assess a total penalty in the amount of \$41,186.30, which equals the total amount the

Company billed for the 191 hauls. Staff recommends and the Parties agree that Bobby Wolford Trucking will pay to the Commission penalties totaling \$20,000 in 11 consecutive monthly installments of \$1,667 and a 12th monthly installment of \$1,663, each of which is due and payable no later than the twenty-sixth day of each month beginning in March 2015. Bobby Wolford Trucking may make payments in advance of these due dates to discharge its payment obligation. Any prepayment of the penalty amount will be credited to the last date an installment is due. If the Company however fails to pay any installment by the due date, the entire remaining balance of payments, including any suspended portion of the penalty, will become immediately due and payable without further Commission order.

13 Staff recommends and the Parties agree that the remaining \$21,186.30 penalty amount shall be suspended for, and waived after, one year from the date the Commission approves this Settlement Agreement, provided that Bobby Wolford Trucking, upon inspection by Staff, incurs no repeat violations of RCW 81.77.040 during that year.

14 Staff will commence a review within one year from the date the Commission approves this Settlement Agreement and will provide Staff's recommendation as to whether the suspended penalty in paragraph 13 should be waived or imposed.

IV. GENERAL PROVISIONS

15 The Parties agree that this Settlement Agreement reflects the settlement of all contested issues between them in this proceeding. The Parties understand that this Settlement Agreement is not binding unless and until accepted by the Commission.

16 The Parties agree to cooperate in submitting this Settlement Agreement promptly to the Commission for acceptance. The Parties agree to support adoption of this Settlement Agreement in proceedings before the Commission through testimony or briefing. No party

to this Settlement Agreement or their agents, employees, consultants, or attorneys will engage in advocacy contrary to the Commission's adoption of this Settlement Agreement.

17 The Parties agree (1) to provide each other the right to review in advance of publication any and all announcements or news releases that the other party intends to make about the Settlement Agreement (with the right of review to include a reasonable opportunity to request changes to the text of such announcements) and (2) to include in any news release or announcement a statement that the Staff's recommendation to approve the settlement is not binding on the Commission itself.

18 Nothing in this Settlement Agreement shall limit or bar any other entity from pursuing legal remedies against Bobby Wolford Trucking or Bobby Wolford Trucking's ability to assert defenses to such claims.

19 The Parties have entered into this Settlement Agreement to avoid further expense, inconvenience, uncertainty, and delay of continuing litigation. The Parties recognize that this Settlement Agreement represents a compromise of the Parties' positions. As such, conduct, statements, and documents disclosed during negotiations of this Settlement Agreement shall not be admissible as evidence in this or any other proceeding, except in any proceeding to enforce the terms of this Settlement Agreement or any Commission order fully adopting those terms. This Settlement Agreement shall not be construed against either party because it was a drafter of this Settlement Agreement.

20 The Parties have negotiated this Settlement Agreement as an integrated document to be effective upon execution and Commission approval. This Settlement Agreement supersedes all prior oral and written agreements on issues addressed herein. Accordingly, the Parties recommend that the Commission adopt this Settlement Agreement in its entirety.

21 The Parties may execute this Settlement Agreement in counterparts and as executed shall constitute one agreement. Copies sent by facsimile or electronic mail are as effective as original documents.

22 The Parties shall take all actions necessary, as appropriate, to carry out this Settlement Agreement.

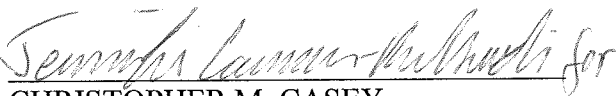
23 In the event that the Commission rejects or modifies any portion of this Settlement Agreement, each party reserves the right to withdraw from this Settlement Agreement by written notice to the other party and the Commission. Written notice must be served within ten business days of the Order rejecting part or all of this Settlement Agreement. In such event, neither party will be bound or prejudiced by the terms of this Settlement Agreement, and either party shall be entitled to seek reconsideration of the Order.

Respectfully submitted this 25th day of February, 2015.

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

BOBBY WOLFORD TRUCKING &
SALVAGE, INC. d/b/a BOBBY
WOLFORD TRUCKING &
DEMOLITION, INC.

ROBERT W. FERGUSON
Attorney General


CHRISTOPHER M. CASEY
Assistant Attorney General
Counsel for the Utilities and
Transportation Commission Staff

ELIZABETH ALVORD
Counsel for Bobby Wolford Trucking &
Salvage, Inc. d/b/a Bobby Wolford
Trucking & Demolition, Inc.

Dated: Feb. 25, 2015

Dated: _____, 2015

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Respectfully submitted this _____ day of _____, 2015.

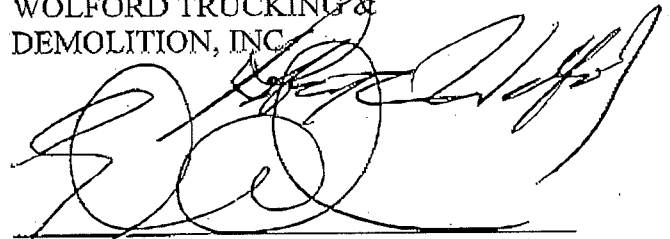
WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

ROBERT W. FERGUSON
Attorney General

CHRISTOPHER M. CASEY
Assistant Attorney General
Counsel for the Utilities and
Transportation Commission Staff

Dated: _____, 2015

BOBBY WOLFORD TRUCKING &
SALVAGE, INC. d/b/a BOBBY
WOLFORD TRUCKING &
DEMOLITION, INC.



ELIZABETH ALVORD
Counsel for Bobby Wolford Trucking &
Salvage, Inc. d/b/a Bobby Wolford
Trucking & Demolition, Inc.

Dated: 2/25/15, 2015