

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

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

Prieto Landscaping, LLC

DOCKET TG-240933

SETTLEMENT AGREEMENT

I. OVERVIEW

1 Staff of the Washington Utilities and Transportation Commission (Staff) and Prieto Landscaping LLC (Prieto or Company) (each a “party” and collectively “the parties”), through their authorized representatives, enter into the following settlement agreement (Settlement) to resolve all issues in Docket TG-240933, which arose from a complaint against Prieto for alleged violations of the public service laws.

2 This Settlement is a “full settlement” as defined in WAC 480-07-730(1) because it is entered into by all parties and resolves all issues raised in Docket TG-240933. It is subject to the review and disposition by the Washington Utilities and Transportation Commission (Commission) to determine whether it complies with the applicable legal requirements and whether approval of the Settlement is consistent with the public interest. WAC 480-07-740-750.

II. TERMS OF AGREEMENT

3 The parties have reached an agreement on the issues raised in Docket TG-240933 and present this Settlement for the Commission’s consideration and approval. The parties therefore adopt the following Settlement, which the parties enter into voluntarily, to resolve the matters in dispute between them and to expedite the orderly disposition of this proceeding:

- Violations: Prieto admits that, between September 5, 2024, and October 24, 2024, it violated RCW 81.77.040 at least 147 times when it hauled solid waste to

Richland Solid Waste's Horn Rapids Landfill and Basin Disposal Inc.'s Transfer Station for compensation, and provided drop-boxes for compensation to contractors at residential construction sites for solid waste collection, without holding a certificate of convenience and necessity from the Commission

- Classification. The Commission will enter an order classifying Prieto as a solid waste collection company.
- Cease and Desist. The Commission will enter an order requiring Prieto to immediately cease and desist operating as a solid waste collection company within the State of Washington for compensation without a certificate, as required under RCW 81.77.040.
- Monetary penalty: The Commission will impose a penalty of \$147,000 for Prieto's violations of RCW 81.77.040. The Commission will suspend \$117,000 of this penalty for a period of two years from the effective date of the Commission order approving this Settlement. Staff will recommend that the Commission waive this suspended portion of the penalty after the two-year period provided that Prieto complies with the cease and desist order, which will be entered in this matter, Washington law, and all compliance reviews during the two-year period. If the Company violates any term of the agreement, from the effective date of the order approving the agreement, including the cease and desist order, or Washington law governing solid waste transportation, Staff will seek to impose the suspended portion of the penalty.
- Payment plan. The Commission will enter an order requiring Prieto to pay the unsuspended \$30,000 portion of the penalty in 24 equal monthly installments, with the first payment due on the first day of the first month following the effective date of this Settlement as defined below. Payment is to be made through

the Commission's online portal at <https://www.utc.wa.gov/documents-and-proceedings/online-payments/make-payment-now>.

- Compliance reviews: Compliance will be assessed by Commission Staff through compliance reviews at 6, 12, 18, and 24 months following entry of the Commission order approving this Settlement. Prieto agrees to fully cooperate with Staff in the execution of these compliance reviews. As part of these compliance reviews, Prieto agrees to provide Staff with a full and complete list of all current clients and the address(es) where work for those clients takes place. Prieto acknowledges that should non-compliance be determined, Staff will pursue the suspended \$117,000 penalty.

III. GENERAL PROVISIONS

4 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).

5 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.

6 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.

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

8 Other proceedings: This Settlement shall have no precedential or preclusive effect in other proceedings. 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-240933. In the event that the Commission rejects all or any portion of this Settlement, or accepts the settlement upon conditions not proposed in this Settlement, each party reserves the right to withdraw from this Settlement by written notice to the other parties 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.

9 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.

10 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.

11 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.

12 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 ~~XX~~th day of June, 2025. date added as authorized by Prieto's counsel via email on 6/11-JRKS


PRIETO LANDSCAPING LLC

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

NICHOLAS W. BROWN
Attorney General



ROSALIO PRIETO
Prieto Landscaping LLC
3526 E A St
Pasco, WA 99301-5252
(509)521-7868
lio@prietolandscaping.com
Governor and Registered Agent



JOSEPHINE R. K. STRAUSS
WSBA No. 58283
Assistant Attorney General
Office of the Attorney General
Utilities and Transportation Division
P.O. Box 40128
Olympia, WA 98504
(360) 709-4850
josephine.strauss@atg.wa.gov
Attorney for Commission Staff