

**BEFORE THE WASHINGTON  
UTILITIES AND TRANSPORTATION COMMISSION**

WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION,

Complainant,

v.

DTG ENTERPRISES, INC.,

Respondent.

DOCKET TG-240761

SETTLEMENT AGREEMENT

**I. INTRODUCTION**

1. This Settlement Agreement (“Settlement”) addresses all issues in the above-captioned case and is entered into by and between the following parties: (i) DTG Enterprises, Inc. (“DTG”); (ii) the regulatory staff of the Washington Utilities and Transportation Commission (“Commission Staff”); (iii) the Washington Refuse and Recycling Association; and (iv) Rabanco Ltd. and Kent-Meridian Disposal Co. These parties are hereinafter collectively referred to as the “Settling Parties” and each individually as a “Settling Party.” This Settlement constitutes a full multiparty settlement as that term is defined in WAC 480-07-730(3).

2. The Public Counsel Unit of the Office of the Washington Attorney General and Lautenbach, Inc., neither joins nor opposes this Settlement. No parties oppose the Settlement.

3. This Settlement is subject to review and disposition by the Washington Utilities and Transportation Commission (“Commission”). Section III of the Settlement is effective on the date of the Commission order approving it (unless the Commission establishes a different effective date). The remainder of the Settlement is effective as of the last date executed below.

## **II. BACKGROUND AND NATURE OF THE DOCKET**

4. On December 18, 2024, the Commission issued a complaint against DTG alleging DTG hauled solid waste between January 1 and June 30, 2023, without the necessary certificate under RCW 81.77.040 (the “Complaint”). The Complaint sought penalties and a cease-and-desist order against DTG for the alleged hauling.

5. On February 6, 2025, the Commission convened a virtual prehearing conference. In Order 02, the Commission granted party interventions and set a procedural schedule.

6. The Settling Parties participated in several virtual settlement conferences and communications by email.

7. On August 20, 2025, the Settling Parties notified the Commission that a settlement in principle had been reached and requested that the Commission suspend the procedural schedule.

8. On August 22, 2025, the Commission issued notice suspending the procedural schedule.

9. On August 29, 2025, the Settling Parties notified the Commission that the Settling Parties had reached a full multiparty settlement.

10. A hearing for the Commission to consider the Settlement is scheduled for October 24, 2025.

## **III. AGREEMENT**

11. The Settling Parties agree to the following terms as a multiparty settlement that fully settles all issues in this proceeding.

### **A. Front-End Measures**

12. DTG will do the following in Washington to reduce the collection of solid waste:

- a. Advise customers that construction and demolition recycling services do not obviate their obligation to use a solid waste dumpster serviced by a licensed hauler (i.e., the “two box rule”).
- b. Assist customers in obtaining a solid waste dumpster or other container from a licensed solid waste collection company by:
  - i. advising in customer agreements of the need to acquire a separate solid waste dumpster or other container from a licensed solid waste collection company; and
  - ii. reminding customers of their obligation to acquire a separate solid waste dumpster if DTG learns they have not done so.
- c. Publish lists of acceptable and nonacceptable materials.
- d. Educate and encourage customers to place only recyclable materials in DTG containers.
- e. Clearly label DTG containers with recycling information and symbols.
- f. Clearly label any dumpsters or other containers provided by DTG for recycling service to indicate “no garbage” and “no bagged refuse.”
- g. Remove the term “industrial waste” from dumpsters, containers, and any associated marketing material for recycling services.
- h. Take reasonable steps to invest in emerging technologies aimed at reducing recycling contamination, including the continued employment of optical scanners at DTG’s Washington facilities.
- i. Train staff to properly identify acceptable versus nonacceptable materials.

- j. Employ tip floor analyzers at material recovery facilities to reasonably review incoming loads.
- k. Reject loads where it appears that, based on reasonable visual inspection, the contents of the load are substantially comprised of:
  - i. solid waste;
  - ii. materials for which there is no current or potential market for reclamation and resale; and/or
  - iii. contaminated recyclables.
- l. Assess penalties in an amount that serves as a reasonable deterrent for each noncompliant load, require customers to remove prohibited materials, and/or contact the local solid waste collection company for collection and transportation of rejected loads at customers' expense.

**B. Compliance Reporting**

13. DTG will collect and share with the Commission on a semiannual basis the reports it provides to Washington regulators, including cities and counties, regarding the material collection and diversion rates at its material recovery facilities. DTG will provide form customer agreements to Commission Staff upon request. In addition, DTG will provide semiannual reports to the Commission containing the following information for each and every material recovery facility, transfer station, recycling facility, or solid waste handling facility owned and/or operated by DTG in Washington:

- a. Total amount of materials collected from customers (in loads, cubic yards, and tons) by category, providing separate categories for wood waste; construction, demolition, and landscaping (“CDL”) waste; and other categories of waste or recycling collected by DTG.

- b. Total amount of residual materials requiring disposal (in loads, cubic yards, and tons) by category, providing separate categories for wood waste, CDL waste, and other categories of waste or recycling collected by DTG.
- c. Percentage calculation of residuals compared to total collections.
- d. General description of primary end markets for collected materials.

**C. Request for Commission Rulemaking**

14. The Settling Parties jointly request that the Commission initiate a rulemaking proceeding on the issues of implementing RCW 81.77.040, WAC 480-70-011, and WAC 480-70-016, specifically as to whether the collection and transportation of residual waste from a material recovery facility for disposal is subject to economic regulation by the Commission.

**D. Complaint Dismissal**

15. Commission Staff will move to dismiss the Complaint with prejudice upon the Commission's approval of Section C related to rulemaking. In agreeing that the Complaint should be dismissed with prejudice, Commission Staff asserts that the Complaint was warranted and DTG does not admit fault.

**E. Ongoing Collaboration**

16. Commission Staff and DTG will ensure that future regulatory issues arising between them are approached in the spirit of cooperation and collaboration, favoring constructive dialogue and assistance. As such, prior to taking any formal action adverse to DTG, Commission Staff and DTG will work collaboratively in good faith to resolve any issues of noncompliance consistent with Commission Staff's practices of providing technical assistance to regulated companies.

**F. Suspension of Pending Solid-Waste Application**

17. No party will oppose the withdrawal of DTG's pending solid waste application in Docket TG-240584.

**G. DTG Compliance**

18. DTG will comply with all state, county, and local requirements, including but not limited to city solid waste and public health requirements, county flow control regulations, Ecology statutes and regulations, Commission statutes and regulations, county waste management plans, and any other applicable state laws or court orders. The parties are not intending by this term to expand the Commission's jurisdiction by stipulation.

**IV. GENERAL PROVISIONS**

19. Notification of Settlement. Following execution of this Settlement, the Settling Parties agree to collaborate on messaging to other state agencies and interested parties regarding the Settlement.

20. Entire Agreement. This Settlement is the product of negotiations and compromise amongst the Settling Parties and constitutes the entire agreement of the Settling Parties. Accordingly, the Settling Parties recommend that the Commission adopt and approve the Settlement in its entirety as a full resolution of contested issues identified in this Settlement. This Settlement will not be construed against any Settling Party on the basis that it was the drafter of any or all portions of this Settlement. This Settlement supersedes any and all prior oral and written understandings and agreements on such matters that previously existed or occurred in this proceeding, and no such prior understanding or agreement or related representations will be relied upon by the Settling Parties to interpret this Settlement or for any other reason.

21. Confidentiality of Negotiations. The Settling Parties agree that this Settlement represents a compromise in the Settling Parties' positions. As such, conduct, statements, and

documents disclosed during the negotiation of this Settlement are not admissible in this or any other proceeding and will remain confidential. Notwithstanding the foregoing, each Settling Party is free to publicly disclose the basis for its own support of the Settlement.

22. Precedential Effect of Settlement. The Settling Parties enter into this Settlement to avoid further expense, uncertainty, inconvenience, and delay. This Settlement does not serve to bind the Commission when it considers any other matter not specifically resolved by this Settlement in future proceedings. Nothing in this Settlement compels any Settling Party to affirmatively intervene or participate in a future proceeding.

23. Positions Not Conceded. In reaching this Settlement, the Settling Parties agree that no Settling Party concedes any particular argument advanced by that Settling Party or accedes to any particular argument made by any other Settling Party. Nothing in this Settlement (or any testimony, presentation, or briefing supporting this Settlement) shall be asserted or deemed to mean that a Settling Party agreed with or adopted another Settling Party's legal or factual assertions in this proceeding.

24. Manner of Execution. This Settlement will be deemed fully executed when all Settling Parties have signed it. A designated and authorized representative may sign the Settlement on a Settling Party's behalf. The Settling Parties may execute this Settlement in counterparts. If the Settlement is executed in counterparts, all counterparts shall constitute one agreement. A Settlement signed in counterpart and sent by facsimile or emailed as a pdf is as effective as an original document. A faxed or emailed signature page containing the signature of a Settling Party is acceptable as an original signature page signed by that Settling Party. Each Settling Party shall indicate the date of its signature on the signature page. The date of execution of the Settlement will be the latest date indicated on the signature page(s).

25. Approval Process and Support of Settlement. Each Settling Party agrees to support the terms and conditions of this Settlement in this proceeding. Each Settling Party agrees to support the Settlement during the course of whatever proceedings and procedures the Settling Parties agree to and that the Commission determines are appropriate for consideration of the Settlement. Each Settling Party agrees to make available one or more witnesses to testify in support of the Settlement.

26. Commission Approval with Conditions. In the event the Commission approves this Settlement, but with conditions not proposed in this Settlement, the provisions of WAC 480-07-750(2)(b) will apply.

27. Commission Rejection. In the event the Commission rejects this Settlement, the provisions of WAC 480-07-750(2)(c) will apply. In that event, the Settling Parties agree to jointly and promptly request that the Commission convene a prehearing conference to address procedural matters, including a procedural schedule for resolution of the case at the earliest possible date.

*[Signature page follows on the next page]*

Dated this \_\_\_\_ day of September, 2025.

**DTG ENTERPRISES, INC.**

Signed by:  
By: DAVID A. PEREZ  
ALDAF2FF3A5B4468  
DAVID A. PEREZ  
Perkins Coie LLP

**NICHOLAS BROWN  
Attorney General**

Signed by:  
By: LISA W. GAFKEN  
9A6917411E8145F  
LISA W. GAFKEN  
Assistant Attorney General  
Attorney for Commission Staff

**RABANCO LTD. AND KENT-  
MERIDIAN DISPOSAL CO.**

Signed by:  
By: DAVID W. WILEY  
5CC9E25B748D4A9...  
DAVID W. WILEY  
Williams, Kastner & Gibbs PLLC

**WASHINGTON REFUSE AND  
RECYCLING ASSOCIATION**

Signed by:  
By: MICHAEL S. HOWARD  
AA699CB9D64246A...  
MICHAEL S. HOWARD  
Williams, Kastner & Gibbs PLLC