

**BEFORE THE WASHINGTON  
UTILITIES AND TRANSPORTATION COMMISSION**

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

Westside Waste, LLC

DOCKET TG-190672

SETTLEMENT AGREEMENT

**I. OVERVIEW**

1           Staff of the Washington Utilities and Transportation Commission (Staff) and  
Westside Waste LLC (Westside Waste) (collectively “the parties”), through their authorized  
representatives, enter into the following settlement agreement (Settlement) to resolve all  
issues in Docket TG-190672, which arose from a complaint against Westside Waste 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-190672. 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-190672  
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: Westside Waste admits that, between June 3, 2019, and August 6, 2019, it hauled roofing debris to a Snohomish County Transfer station without holding a certificate of convenience and necessity from the Commission a total of 113 times and that this conduct constituted 113 violations of RCW 81.77.040.
- Classification. The Commission will enter an order classifying Westside Waste as a solid waste collection company.
- Cease and Desist. The Commission will enter an order requiring Westside Waste to cease and desist operating for the hauling of solid waste in violation of RCW 81.77.040 until the company obtains an appropriate certificate.<sup>1</sup>
- Monetary penalty: The Commission will impose a penalty of \$113,000 for Westside Waste's violations of RCW 81.77.040. The Commission will suspend \$105,500 of this penalty for a period of two years from the effective date of the Commission order approving this settlement. The Commission will waive this suspended portion of the penalty after the two year period provided that Westside Waste complies with the cease and desist order, which will be entered in this matter.
- Payment plan. The Commission will enter an order authorizing Westside Waste to pay the unsuspended \$7,500 portion of the penalty in six consecutive monthly installments of \$1,250 dollars, with the first payment due on the first day of the first month following entry of a Commission order approving the settlement.

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<sup>1</sup> Westside Waste applied for a certificate of public convenience and necessity in Docket TG-190653.  
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### 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-190672. 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 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, neither 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.

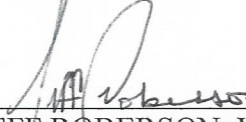
12           Authorized representatives: Each person signing this Settlement warrants that he or she has authority to bind the party that he or she represents.

DATED this [20]th day of March, 2020.

WESTSIDE WASTE LLC

WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION

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Attorney General



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DATED this 20th day of March, 2020.

WESTSIDE WASTE LLC



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