

**BEFORE THE WASHINGTON  
UTILITIES AND TRANSPORTATION COMMISSION**

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

Somers Sunrise Enterprises, LLC

DOCKET TG-230191

SETTLEMENT AGREEMENT

**I. OVERVIEW**

1           Staff of the Washington Utilities and Transportation Commission (Staff), Waste  
Management of Washington, Inc. (Waste Management), and Somers Sunrise Enterprises  
LLC (Somers Sunrise) (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-230191, which arose from a complaint against Somers  
Sunrise 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-230191. 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-230191  
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: Somers Sunrise admits that, between July 1, 2022, and January 31, 2023, it hauled solid waste to a Grant County landfill for compensation without holding a certificate of convenience and necessity from the Commission a total of 90 times and that this conduct constituted 90 violations of RCW 81.77.040.
- Classification. The Commission will enter an order classifying Somers Sunrise as a solid waste collection company.
- Cease and Desist. The Commission will enter an order requiring Somers Sunrise to cease and desist operating as a Solid Waste 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 \$90,000 for Somers Sunrise's violations of RCW 81.77.040. The Commission will suspend \$81,000 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 Somers Sunrise complies with the cease and desist order, which will be entered in this matter. 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. Somers Sunrise agrees to cooperate in the execution of these compliance reviews by Commission Staff. Somers Sunrise acknowledges that should non-compliance be determined, the Commission will pursue the suspended \$81,000 penalty.
- Payment plan. The Commission will enter an order authorizing Somers Sunrise to pay the unsuspended \$9,000 portion of the penalty in six consecutive monthly

installments of \$1,500 dollars, with the first payment due on the first day of the first month following the effective date of this Settlement as defined below.

### 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-230191. 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.

DATED this 16th day of June, 2023.

SOMERS SUNRISE ENTERPRISE LLC



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