

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

STERICYCLE OF WASHINGTON, INC.,

Complainant,

v.

WASTE MANAGEMENT OF WASHINGTON,  
INC., d/b/a WM Healthcare Solutions of  
Washington,

Respondent.

Docket No. TG-121597

**DECLARATION OF JESSICA L.  
GOLDMAN IN OPPOSITION TO  
STERICYCLE'S MOTION FOR  
SUMMARY DETERMINATION RE  
WASTE MANAGEMENT'S  
UNLAWFUL BIOMEDICAL WASTE  
COLLECTION OPERATIONS  
OUTSIDE ITS CERTIFICATED  
TERRITORY**

I, Jessica L. Goldman, declare as follows:

1. I am counsel for Waste Management in this matter and I make this declaration based on personal knowledge.

2. Attached hereto as Exhibit 1 are true and correct copies of excerpts of the August 8, 2012 Hearing Transcript, Volume II, before Administrative Law Judge Gregory J. Kopta.

3. Attached hereto as Exhibit 2 is a true and correct copy of the Customer Service Agreement between Waste Management and Peace Health dated September 1, 2011.

4. Attached hereto as Exhibit 3 is a true and correct copy of the Waste Management BD ecoFinity Flyer.


5. Attached hereto as Exhibit 4 is a true and correct copy of the complete October 19, 2012 Protestant Stericycle of Washington, Inc.'s Second Data Requests to Applicant Waste Management of Washington, Inc. **and Supplemental Responses Thereto.**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

6. Attached hereto as Exhibit 5 are true and correct copies of excerpts of the October 15, 2012 Deposition Transcript of Jeffrey Norton.

I declare under penalty of perjury under the laws of the State of Washington and the United States that the foregoing is true and correct.

EXECUTED this 27th day of November, 2012 at Seattle, Washington.

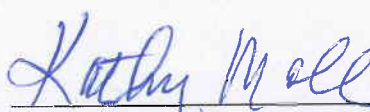
  
\_\_\_\_\_  
Jessica L. Goldman

CERTIFICATE OF SERVICE

I hereby certify that I have this day served this document upon all parties of record in this proceeding, by the method indicated below, pursuant to WAC 480-07-150.

Washington Utilities and Transportation Commission 1300 S. Evergreen Park Dr. SW PO Box 47250 Olympia, WA 98504-7250 360-664-1160 records@utc.wa.gov	<input type="checkbox"/> Via Legal Messenger <input type="checkbox"/> Via Facsimile <input checked="" type="checkbox"/> Via Federal Express <input checked="" type="checkbox"/> Via Email
Adam Torem Administrative Law Judge Washington Utilities and Transportation Commission gkopta@utc.wa.gov	<input type="checkbox"/> Via Legal Messenger <input type="checkbox"/> Via Facsimile <input type="checkbox"/> Via U.S. Mail <input checked="" type="checkbox"/> Via Email
Fronda Woods Attorney General's Office of Washington PO Box 40128 Olympia, WA 98504 (360) 664-1225 fwoods@utc.wa.gov bdemarco@utc.wa.gov	<input type="checkbox"/> Via Legal Messenger <input type="checkbox"/> Via Facsimile <input type="checkbox"/> Via U.S. Mail <input checked="" type="checkbox"/> Via Email
Stephen B. Johnson Jared Van Kirk Garvey Schubert Barer 1191 Second Avenue, Suite 1800 Seattle, WA 98101 (206) 464-3939 sjohnson@gsblaw.com jvankirk@gsblaw.com vowen@gsblaw.com dbarrientes@gsblaw.com <i>Attorneys for Stericycle of Washington, Inc.</i>	<input type="checkbox"/> Via Legal Messenger <input type="checkbox"/> Via Facsimile <input type="checkbox"/> Via U.S. Mail <input checked="" type="checkbox"/> Via Email

DATED at Seattle, Washington, this 27th day of November, 2012.

  
 \_\_\_\_\_  
 Kathy Moll

# Exhibit 1

BEFORE THE WASHINGTON STATE  
UTILITIES AND TRANSPORTATION COMMISSION

---

In Re Application of )  
 )  
WASTE MANAGEMENT OF ) Docket No. TG-120033  
WASHINGTON, INC. )  
d/b/a WM Healthcare Solutions )  
of Washington )

---

HEARING, VOLUME II

Pages 24 - 101

ADMINISTRATIVE LAW JUDGE GREGORY J. KOPTA

---

2:40 P.M.

AUGUST 8, 2012

Washington Utilities and Transportation Commission  
1300 South Evergreen Park Drive Southwest  
Olympia, Washington 98504-7250

REPORTED BY: SHERRILYN SMITH, CCR# 2097

Buell Realtime Reporting, LLC  
1411 Fourth Avenue  
Suite 820  
Seattle, Washington 98101  
206.287.9066 | Seattle  
360.534.9066 | Olympia  
800.846.6989 | National  
[www.buellrealtime.com](http://www.buellrealtime.com)

**BUELL REALTIME REPORTING, LLC**

SEATTLE 206.287.9066 OLYMPIA 360.534.9066 SPOKANE 509.624.3261 NATIONAL 800.846.6989

1 22, which --

2 MR. JOHNSON: 18, I think we already  
3 addressed, Your Honor.

4 JUDGE KOPTA: All right. That's right,  
5 we did.

6 MR. JOHNSON: But I think you are  
7 correct, it's 20 through 22.

8 JUDGE KOPTA: Okay.

9 MR. JOHNSON: And those deal with this  
10 issue of using recycling discounts to --

11 JUDGE KOPTA: Right. And again --

12 MR. JOHNSON: -- induce service switch.

13 JUDGE KOPTA: Yes, I think you addressed  
14 that had in your opening comments as well. I don't  
15 need to hear anything more on that. I think that  
16 that's farther afield than we are going here.

17 If you have concerns about what Waste  
18 Management is doing, you can always file a complaint.  
19 This is not an opportunity to provide every problem or  
20 objection you have to what Waste Management is doing.  
21 I'm not going to allow us to fall that far afield, so  
22 I'm denying this, the motion as to 20 through 22.

23 MR. JOHNSON: So, Your Honor, just so  
24 that I understand your ruling. This goes directly to  
25 regulatory fitness, if they are violating the tariff

1 requirements.

2 JUDGE KOPTA: If you are aware of those,  
3 I am not saying that you cannot provide testimony on  
4 that. Although, I am not saying at this point that I  
5 would allow it, I am just saying at this point that I  
6 am not going to compel discovery on it.

7 MR. JOHNSON: So we are entitled to  
8 raise it at the hearing, but we are not entitled to  
9 determine the facts that would allow us to raise it  
10 effectively?

11 JUDGE KOPTA: What I am saying is I am  
12 not at this point precluding you from including it in  
13 your testimony. That doesn't mean that I would not  
14 entertain a motion to strike. At this point, I don't  
15 see that it is sufficiently relevant. This is not an  
16 occasion to air every complaint. I don't want to hear  
17 from Waste Management about your profitability and  
18 your overearning. And I don't want to hear from you  
19 about what you think Waste Management is doing wrong  
20 in its current service territory. That's not what we  
21 are here to talk about.

22 MR. JOHNSON: Your Honor, I understand  
23 that. Can I just give you a little sort of  
24 perspective on where I'm coming from?


25 If you look at our --

C E R T I F I C A T E

STATE OF WASHINGTON

COUNTY OF KING

I, Sherrilyn Smith, a Certified  
Shorthand Reporter in and for the State of Washington,  
do hereby certify that the foregoing transcript is  
true and accurate to the best of my knowledge, skill  
and ability.

SHERRILYN SMITH



# Exhibit 2



**CUSTOMER SERVICE AGREEMENT**  
**LIBRARY 228E \*\* HEALTHCARE**

2947 - WM Healthcare Solutions of Washington \* 8111 1st Ave South \* SEATTLE WA 98108

THIS OFFER IS VALID UNTIL: September 1, 2011 EFFECTIVE DATE: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_ REASON CODE: \_\_\_\_\_

SALES PERSON: Jeff Norton TERM IN MONTHS: 36

Customer: Peace Health Billing Name: See Attached List

Service Address: See Service List Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax: \_\_\_\_\_ Phone No.: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact: Ray Moore Contact: \_\_\_\_\_

Email: rmoores@coascahealth.org Email: \_\_\_\_\_

County: \_\_\_\_\_ In City Limits? \_\_\_\_\_ County: \_\_\_\_\_ In City Limits? \_\_\_\_\_

Quantity	Container Size	Waste Type	Rate (gal/ea)	Frequency	Operations to assign route	SUN	MON	TUE	WED	THUR	FRI	SAT
	31	Sharp's Recycling	9.00									
See Attached	43	Sharp's Recycling	9.00									

**Special Instructions**

Preferred Delivery Date: \_\_\_\_\_ Quantity: \_\_\_\_\_ Preferred First PAU: \_\_\_\_\_

Hours of Operation: \_\_\_\_\_

Map Coordinates: \_\_\_\_\_

Special Notes: Master Agreement for Sharps Recycling Program for facilities listed on Attachment A

**WASTE MANAGEMENT USE ONLY**

Customer Dept.		Rate Restriction	
P.O. Number		Date of Increase	
Acct. Number		Price Group	
Tax Code		Bill to Acct #	
SIC Code		Disposal Site	
Municipality		Promotion Code	
Prev Provider		Sales Force #	
Job Number		Parent Number	

**Dollar Amount**

	Flat Rate	Flat Monthly Disposal Rate
	On Call	On Call Service Call
	OSHA	OSHA Compliance
	Replacement Bio Box	Replacement Box Charge
\$ 40.00	Replacement Reusable Tub	Replacement Tub Charge
\$ 20.00	Minimum Per Stop	Minimum Per Stop
\$ 12.00	Overweight Per Cont.	Overweight Per Container
	Enviro Fee	<a href="http://www.wm.com/fee">www.wm.com/fee</a>
	Fuel Surcharge	

**Container Size Maximum Weight limits allowed**

Container Size	Maximum Weight
20 Gallon Box	40 Lbs
30 Gallon Box	50 Lbs
31 Gallon Reusable Tub	60 Lbs
43 Gallon Reusable Tub	80 Lbs

THIS IS AN AGREEMENT. EACH INDIVIDUAL ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT SET FORTH ABOVE AND ATTACHED (WHICH ARE INCORPORATED HEREIN) AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ALL DELIVERY AND PICK UP DATES ARE SUBJECT TO CHANGE DEPENDING ON ROUTE SERVICE IN THE PARTICULAR SERVICE/MARKET AREA.

**CUSTOMER**  
Ray Moore  
 AUTHORIZED SIGNATURE  
Ray Moore Contract Manager  
 NAME, TITLE (PRINT OR TYPE)  
 DATE 8/3/11

**WM HEALTHCARE SOLUTIONS OF WASHINGTON**  
Jeffrey D. Norton  
 AUTHORIZED SIGNATURE  
JEFFREY D. NORTON  
 NAME, TITLE (PRINT OR TYPE)  
 DATE 08/04/2011

(Please date and initial if more than one location)

DATE \_\_\_\_\_ INITIAL \_\_\_\_\_ PAGE 1 of 4

**1. REGULATED MEDICAL WASTE SERVICES.** WM Healthcare Solutions, Inc. (the "Company"), itself or through its subsidiaries and affiliates, will provide Customer with collection, management, transportation, disposal, and treatment of all Regulated medical waste (or "Regulated Medical Waste" or "Waste Material"), and not including Nonconforming Waste, as defined here, generated by Customer during the term of this agreement. For the purpose of this agreement "Regulated Medical Waste" includes but is not limited to sharps, gauze, bandages, containers, tubing, blood, blood products, trace chemotherapy waste, tissue, specimens generated in the course of diagnosis and medical treatment or medical waste as defined by your State medical waste regulations or the OSHA Bloodborne Pathogen Standard (29 CFR 1910.1030). Customer shall, at the time of tender, provide to Company accurate and complete documents, shipping papers or manifests as required for the lawful transfer of the special or hazardous waste under all applicable federal, state or local laws or regulations (49 CFR 172.302). "Nonconforming Waste" means: (1) any waste or other material not falling within the definition of Regulated Medical Waste including complete human remains; (2) radioactive waste; (3) any listed hazardous waste; (4) containers that are damaged, leaking or could cause harm or exposure to employees, general public or others; (5) waste that has been incorrectly identified, labeled and/or segregated; (6) any waste or device containing mercury including amalgam, vacuum pumps and other medical devices; (7) pharmaceutical waste (except what is accepted by the Company under our pharmaceutical disposal program); (8) boxes that exceed approved Company and DOT standards; (9) any other waste that cannot be collected, transported or treated by the Company in accordance with state and federal regulations, laws and/or guidelines. Customer is liable for all damages and losses resulting from any Nonconforming Waste due to packing or the contents being collected, transported, treated or disposed by the Company. Further Waste Acceptance Definitions are addressed in the Attached Waste Acceptance Protocol.

**2. INSPECTION; REJECTION OF WASTE.** Title to and liability for Non-conforming Waste shall remain with Customer at all times. Company shall have the right to inspect, analyze or test any waste delivered by Customer. If Customer's Waste Material is Nonconforming Waste, Company can, at its option, reject Nonconforming Waste and return it to Customer or require Customer to remove and dispose of the Nonconforming Waste at Customer's sole expense. Customer shall indemnify, hold harmless (in accordance with Section 6) and pay or reimburse Company for any and all costs, damages and/or fines incurred as a result of or relating to Customer's tender or delivery of Nonconforming Waste or other failure to comply or conform to the Agreement, including costs of inspection, testing and analysis.

**3. COMPANY WARRANTIES.** Company hereby represents and warrants that: (a) Company will discharge the Waste Material in a safe and appropriate manner in full compliance with all laws and applicable federal, state and local laws, ordinances, orders, rules and regulations; and (b) will use disposal facilities that have been issued permits, licenses, certificates or approvals required by said and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and/or dispose of Waste Material. Except as provided herein, Company makes no other warranties and hereby disclaims any other warranty, whether implied or statutory.

**4. CHARGES AND PAYMENTS.** Customer shall pay the rates set forth in Waste Management's tariff on file with the Washington Utilities and Transportation Commission (current copy attached). Rates may be adjusted in accordance with WAC 480-70-236.

**5. UNCONTROLLABLE CIRCUMSTANCES.** Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including but not limited to strikes, riots, imposition of laws or governmental orders, fire, acts of God, and inability to obtain equipment, permit changes and regulations, restrictions (including land use) therein, and the affected party shall be excused from performance during the occurrence of such events.

**6. ENTIRE AGREEMENT.** This Agreement represents the entire understanding and agreement between the parties relating to the management of Waste Material. Unless otherwise provided herein, any modifications to this Agreement must be in accordance with applicable Washington Administrative Code and Accepted by the Washington Utilities and Transportation Commission (where applicable).

**7. TERM and TERMINATION.** This agreement will be renewed every 36 months or earlier if requested by generator from date written below and Company or Generator may terminate this Agreement in accordance with applicable Washington Administrative Code.

AGREED & ACCEPTED on August 3<sup>rd</sup> 2011 ("Effective Date")

WM Healthcare Solutions of Washington

CUSTOMER

Signed

Signed

Title

Title

Aeet. Development mgr.

Contract manager - Peccath

PAGE 2 OF 4

Attachment A  
 Sharps Recycling/Ecofinity Location List  
 For agreement between Waste Management /Becton Dickinson/Peace Health

Facility Name	City	State	PILOT FACILITY FOR ECOFINITY SHARPS RECYCLING PROGRAM
St. Joseph Medical Center	Bellingham	WA	
Ketchikan General Hospital	Ketchikan	AK	Customer would need to ship to Seattle.
Cottage Grove Hospital	Cottage Grove	OR	Sharps Recycling
Oregon State Hospital (Portland) - Specialty Campus	Portland	OR	Sharps Recycling
Peace Harbor Hospital	Florence	OR	Sharps Recycling
West Valley Hospital	Dalles	OR	Sharps Recycling
Coulee Medical Center	Grand Coulee	WA	Sharps Recycling
Eastern State Hospital	Medical Lake	WA	Sharps Recycling
Prosser Memorial Hospital	Prosser	WA	Sharps Recycling
Pullman Regional Hospital	Pullman	WA	Sharps Recycling
Quincy Valley Hospital	Quincy	WA	Sharps Recycling
Samaritan Hospital	Moses Lake	WA	Sharps Recycling
Evergreen Surgical Center, LLC	Kirkland	WA	Sharps Recycling
Northwest Kidney Center	Seattle	WA	Sharps Recycling
PeaceHealth Medical Group - PHOR	Eugene	OR	Sharps Recycling
Puget Sound Kidney Center	Everett	WA	Sharps Recycling
Sacred Heart Home Infusion	Eugene	OR	Sharps Recycling
Tri-City Regional Surgery Center	Richland	WA	Sharps Recycling
Western State Hospital	Tacoma	WA	Sharps Recycling
Columbia Basin Hospital	Ephrata	WA	Sharps Recycling
Odessa Memorial Hospital	Odessa	WA	Sharps Recycling
Tri-State Memorial Hospital	Clarkston	WA	Sharps Recycling
Othello Community Hospital	Othello	WA	Sharps Recycling
East Adams Rural Hospital	Ritzville	WA	Sharps Recycling
Ferry County Memorial Hospital	Republic	WA	Sharps Recycling
Lincoln Hospital	Davenport	WA	Sharps Recycling
Swedish Edmonds Hospital (previously Stevens)	Edmonds	WA	Sharps Recycling
Lake Chelan Community Hospital	Chelan	WA	Sharps Recycling

Newport Community Hospital  
North Valley Hospital  
Mid-Valley Hospital  
Mason General Hospital  
PeaceHealth Medical Group - WHA  
Whidbey General Hospital

Newport  
Tonasket  
Omak  
Shelton  
Bellingham  
Coupeville

WA  
WA  
WA  
WA  
WA  
WA

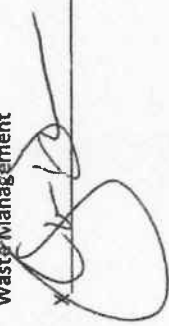
Sharps Recycling  
Sharps Recycling  
Sharps Recycling  
Sharps Recycling  
Sharps Recycling  
Sharps Recycling

This information is acknowledged and correct

Peace Health

X  8/3/11

Waste Management

X  08/04/2011

# Exhibit 3

# BD ecoFinity™

Life Cycle Solution

Powered by an alliance with Waste Management®



## Now single-use can be both safe and sustainable

Every year, US hospitals use billions of BD syringes, catheters and other single-use medical devices to treat patients safely. Until now, there has not been an environmentally sustainable way to manage the disposal of these devices.

The BD ecoFinity Life Cycle Solution can help hospitals achieve their sustainability goals by safely and economically recycling 70% or more of their sharps waste stream.\*



Helping all people  
live healthy lives

\*Data on file at BD.

WM000174

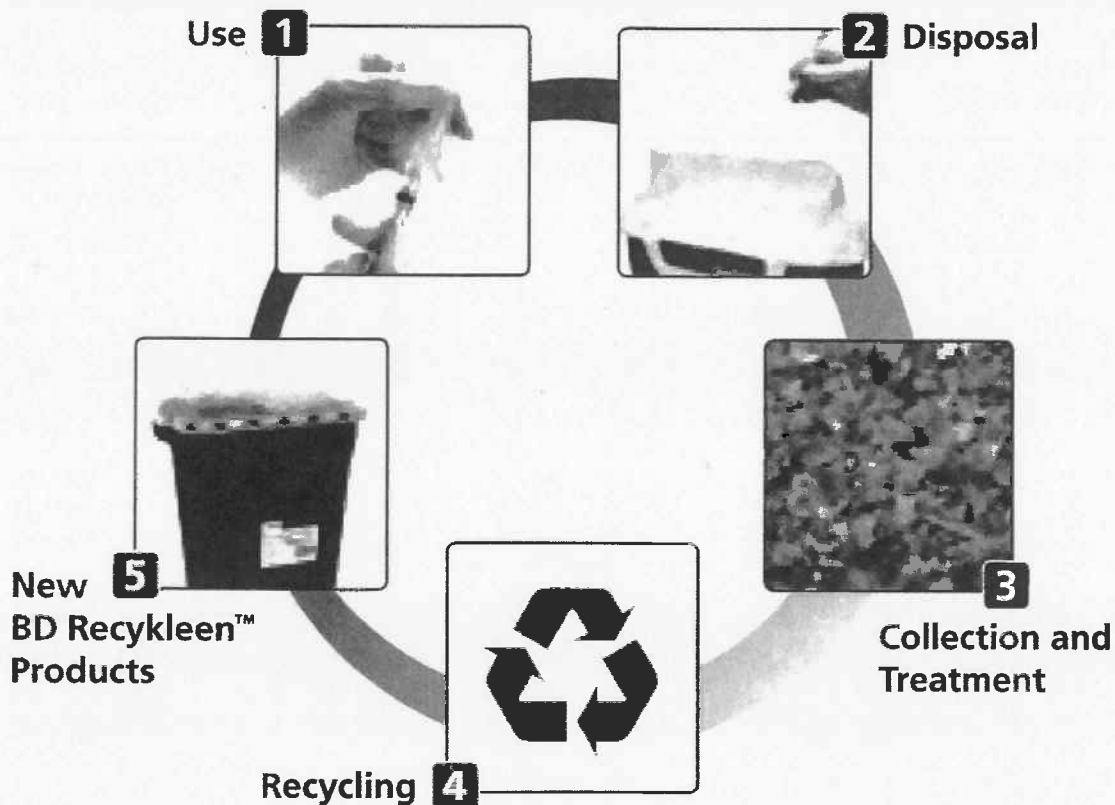
# BD ecoFinity™

Life Cycle Solution

Powered by an alliance with Waste Management®

**Waste diverted. No compromise.**

How **BD ecoFinity™** Life Cycle Solution works:



To learn more about how this healthcare sustainability solution can benefit your organization, call 1.866.803.7554 or visit [www.bd.com/ecoFinity](http://www.bd.com/ecoFinity).



Helping all people  
live healthy lives

Services are provided by WM Healthcare Solutions, Inc., a Waste Management company.  
WM Waste Management logo is a registered service mark of Waste Management, Inc. [www.wm.com](http://www.wm.com)  
BD, BD Logo and BD ecoFinity are trademarks of Becton, Dickinson and Company.  
© 2011 BD and WM Healthcare Solutions, Inc.

BD  
1 Becton Drive  
Franklin Lakes, NJ 07417  
[www.bd.com](http://www.bd.com)

This paper contains 100% post-consumer recycled content.

WM000175



# Exhibit 4

BEFORE THE WASHINGTON STATE  
UTILITIES AND TRANSPORTATION COMMISSION

In Re Application of

WASTE MANAGEMENT OF  
WASHINGTON, INC.  
d/b/a WM Healthcare Solutions  
of Washington  
720 4th Ave. Ste 400  
Kirkland, WA 98033-8136

Docket No. TG-120033

**PROTESTANT STERICYCLE OF  
WASHINGTON, INC.'S SECOND DATA  
REQUESTS TO APPLICANT WASTE  
MANAGEMENT OF WASHINGTON,  
INC. AND SUPPLEMENTAL  
RESPONSES THERETO**

Subject to the Commission's October 3, 2012 order and, otherwise subject to its previously stated objections, Waste Management of Washington, Inc. ("Waste Management") provides the following supplemental responses to Stericycle of Washington, Inc.'s ("Stericycle") Second Data Requests.

**DATA REQUESTS**

**DATA REQUEST NO. 3:**

Please Identify when and how frequently you have collected material in Washington for Your ecoFinity Sharps Recycling Services, how long the material collected was stored at Your Seattle processing facility, and when and how frequently such material was transported to California for processing.

**Supplemental Response:** Waste Management collects waste at St. Joseph's Medical Center for ecoFinity processing weekly.

**DATA REQUEST NO. 4:**

Please Describe the "pilot" program for Your ecoFinity Sharps Recycling Services that is being conducted or has been conducted at St. Joseph Medical Center. Please produce all records describing the services involved in that "pilot" program.

**Supplemental Response:** See Waste Management's responses to Stericycle's first Data Request Nos. 18(A), 18(E), and 18(G). See also WM000148-154, WM000174-75, WM000189-92, and [www.bd.com/ecoFinity](http://www.bd.com/ecoFinity).

**DATA REQUEST NO. 7:**

Please provide the following data concerning the material You collected from St. Joseph Medical Center through Your ecoFinity Sharps Recycling Services in 2011 and 2012 (to date):

- a) the total weight and/or volume of such material
- b) the total weight and/or volume of such material that was converted into recyclable pelletized plastics
- c) the total weight and/or volume of such material that was converted into recyclable metals
- d) the total weight and/or volume of such material that was not converted into recyclable materials and/or was discarded

**Supplemental Response:** Becton Dickinson determines the recycling yield by comparing the quantity of waste material that it receives from Waste Management (and two locations outside of the State of Washington) with the quantity of recycled pellets that emerge from the waste's treatment in the ecoFinity system.

Week	Sharps from Childrens Hosp	Sharps from Davita	Sharps from Seattle	Total lbs received	Pounds Processed	% Recycled
12/18/2011	1268	3853	4663	9784	3382	35%
1/15/2012	1073	4282	13613	18968	3391	18%
2/5/2012	1461	4340	4171	9972	3186	32%
3/4/2012	1235	4262	8499	13996	1400	10%
5/6/2012	1583	3473	11309	16365	4501	28%
6/3/2012	1445	4537	12642	18624	3219	17%
7/1/2012	978	4129	12771	17878	3776	21%
7/29/2012	1235	4576	11481	17292	5391	31%
9/9/2012	1246	3670	11696	16612	1341	8%

SUPPLEMENTAL RESPONSES DATED this 19th day of October, 2012.

SUMMIT LAW GROUP PLLC

By 

Polly L. McNeill, WSBA #17437  
Jessica L. Goldman, WSBA #21856  
pollym@summitlaw.com  
jessicag@summitlaw.com


*Attorneys for Waste Management of Washington, Inc.*

### CERTIFICATE OF SERVICE

I hereby certify that I have this day served this document upon all parties of record in this proceeding, by the method indicated below, pursuant to WAC 480-07-150.

Fronda Woods Attorney General's Office of Washington PO Box 40128 Olympia, WA 98504 (360) 664-1225 fwoods@utc.wa.gov bdemarco@utc.wa.gov	<input type="checkbox"/> Via Legal Messenger <input type="checkbox"/> Via Facsimile <input type="checkbox"/> Via U.S. Mail <input checked="" type="checkbox"/> Via Email
Stephen B. Johnson Jared Van Kirk Garvey Schubert Barer 1191 Second Avenue, Suite 1800 Seattle, WA 98101 (206) 464-3939 sjohnson@gsblaw.com jvankirk@gsblaw.com vowen@gsblaw.com dbarrientes@gsblaw.com <i>Attorneys for Stericycle of Washington, Inc.</i>	<input type="checkbox"/> Via Legal Messenger <input type="checkbox"/> Via Facsimile <input type="checkbox"/> Via U.S. Mail <input checked="" type="checkbox"/> Via Email
James K. Sells 3110 Judson Street Gig Harbor, WA 98335 (360) 981-0168 jamesells@comcast.net cheryls@rsulaw.com <i>Attorney for Protestant WRRRA, Rubatino, Consolidated,                  Murrey's, and Pullman</i>	<input type="checkbox"/> Via Legal Messenger <input type="checkbox"/> Via Facsimile <input type="checkbox"/> Via U.S. Mail <input checked="" type="checkbox"/> Via Email

DATED at Seattle, Washington, this 19th day of October, 2012.

  
 \_\_\_\_\_  
 Deanna L. Schow

# Exhibit 5

**Byers & Anderson Court Reporters/Video/Videoconferencing  
Seattle/Tacoma, Washington**

BEFORE THE WASHINGTON

UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Application            )  
of    )  
  )  
WASTE MANAGEMENT OF WASHINGTON,        ) Docket No. TG-120033  
INC., D/B/A WM HEALTHCARE                )  
SOLUTIONS OF WASHINGTON                 ) Order 05  
  )  
For an Extension of Certificate            )  
G-237 for a Certificate of Public         )  
Convenience and Necessity to            )  
Operate Motor Vehicles in                )  
Furnishing Solid Waste Collection        )  
Service                                        )

DEPOSITION OF JEFFREY NORTON

October 15, 2012

Seattle, Washington

Byers & Anderson, Inc.

Court Reporters/Video/Videoconferencing

One Union Square	2208 North 30th Street, Suite 202
600 University St.	Tacoma, WA 98403
Suite 2300	(253) 627-6401
Seattle, WA 98101	(253) 383-4884 Fax
(206) 340-1316	scheduling@byersanderson.com
(800) 649-2034	www.byersanderson.com

Serving Washington's Legal Community since 1980

**Jeffrey Norton  
October 15, 2012**

1 because you don't currently have statewide authority for  
2 medical waste?

3 **A And because of what I stated earlier. Our throughput, I**  
4 **think, holds back me offering it to other facilities. So**  
5 **we've got to be able to process it and recycle the**  
6 **material, and if we can't do that, then it's not**  
7 **recycling.**

8 Q You've been told that you only get to send --

9 **A Correct.**

10 Q -- one hospital's worth down?

11 **A That's correct.**

12 Q But you haven't been told anything specifically about the  
13 throughput limits or anything like that?

14 **A Correct.**

15 Q Let's see, what were the words you used?

16 You said you were responsible for setting up and  
17 monitoring this pilot project.

18 What do you monitor about this project?

19 **A Customer satisfaction.**

20 Q Okay. And how do you monitor that?

21 **A Checking in with the customer, making sure that he's --**

22 Q Who is the contact?

23 **A Bill Montgomery.**

24 Q Is that somebody at St. Joe's?

25 **A At St. Joseph's, yeah.**

**Byers & Anderson Court Reporters/Video/Videoconferencing  
Seattle/Tacoma, Washington**

1 STATE OF WASHINGTON ) I, Karmen M. Knudson, CCR, RPR, CRR,  
2 County of Pierce ) ss a certified court reporter in  
3 the State of Washington, do hereby  
4 certify:

5 That the foregoing deposition of JEFFREY NORTON  
6 was taken before me and completed on October 15, 2012, and  
7 thereafter was transcribed under my direction; that the  
8 deposition is a full, true and complete transcript of the  
9 testimony of said witness, including all questions, answers,  
10 objections, motions and exceptions;


11 That the witness, before examination, was by me  
12 duly sworn to testify the truth, the whole truth, and  
13 nothing but the truth, and that the witness reserved the  
14 right of signature;

15 That I am not a relative, employee, attorney or  
16 counsel of any party to this action or relative or employee  
17 of any such attorney or counsel and that I am not  
18 financially interested in the said action or the outcome  
19 thereof;

20 That I am herewith securely sealing the said  
21 deposition and promptly delivering the same to  
22 Attorney Jared Van Kirk.

23 IN WITNESS WHEREOF, I have hereunto set my  
24 signature on October 19, 2012.

25

  
Karmen M. Knudson, CCR, RPR, CRR  
Certified Court Reporter No. 1935.

