



Defendant's provision of construction waste services clearly "conflicts with Republic's exclusive rights" that the City of San Angelo granted to Republic (and expressly denied to Defendant). As a result, Defendant's supplement has no legal impact on the questions of law that are dispositive of this case.

Defendant's permit describes the activity that it is authorized: "any service allowed by state law or city ordinance that does not conflict with the City's contract with Republic Waste Services of Texas and *the exclusive rights granted by that contract to Republic Waste Services of Texas.*" ECF No. 28-1 at 1 (Defendant's Supplement at Ex. A). Defendant does not dispute that the explicit terms of the 2014 Contract provide Republic the exclusive right and obligation to provide waste collection services to all construction waste customers within the City of San Angelo. *See* TDS Supplement at 1 (admitting that the contract "purports to grant Republic exclusive rights to provide temporary waste disposal services to a construction project"); Appendix to Republic's Brief in Support of Summary Judgment at 8, Ex. A ¶ 8, ECF No. 13 (explicitly granting Republic the exclusive right to service temporary construction waste customers). Thus, Defendant's conduct—providing waste collection services to construction waste customers—is in "conflict with the City's contract with Republic Waste Services" and expressly prohibited by its own permit. ECF No. 28-1 at 1.

Accordingly, Defendant is, in fact, exercising self-help "with no authorization from the City in any form" to conduct a business that directly contradicts both its permit and Republic's contract. The permit confirms that Defendant has no

authorization from the City in any form to interfere with Republic's contract. *See* ECF No. 25 at 7 (Republic's Reply in Support of Partial Summary Judgment).

WHEREFORE Plaintiff Republic Waste Services of Texas, Ltd. requests that it be granted partial summary judgment holding that the contract between Republic and the City of San Angelo is enforceable as to the rights granted Republic regarding construction and demolition waste, that Defendant is liable for tortious interference with Republic's rights under its contract with the City of San Angelo, that Defendant be ordered to comply with the express terms of its permit, and providing for further proceedings to determine the appropriate remedies under Republic's tortious interference claim.

Respectfully submitted,

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**CERTIFICATE OF SERVICE**

This is to certify that on this 24th day of February, 2015, this document was served electronically via the Court's ECF system upon the persons on the service list below:

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