

CAUSE NO. _____

AMERICAN AF DUMPSTER RENTALS
LLC AND JOSHUA ROMAN,

Plaintiffs,

v.

CITY OF WAXAHACHIE,

Defendant.

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IN THE DISTRICT COURT OF

ELLIS COUNTY, TEXAS

40th JUDICIAL DISTRICT

**PLAINTIFFS’ ORIGINAL PETITION AND
APPLICATION FOR PERMANENT INJUNCTION**

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW, Plaintiffs American AF Dumpster Rentals LLC (“American AF Dumpsters”) and Joshua Roman, and file their Original Petition and Application for Permanent Injunction against Defendant City of Waxahachie, Texas. In support of their Original Petition and Application for Permanent Injunction, Plaintiffs would show the Court the following:

I. DISCOVERY CONTROL PLAN

1. Plaintiffs intend to conduct Level 2 discovery under Rule 190.3 of the Texas Rules of Civil Procedure.

II. INTRODUCTION

2. Every Texan has the right to earn an honest living in their chosen occupation or business free from unreasonable governmental interference. The Texas Constitution guarantees that “monopolies are contrary to the genius of a free government, and shall never be allowed.” Tex. Const. art. I, § 26. It also guarantees that Texans have “equal rights” to compete in private

markets, *id.* art. I, § 3, and that “[n]o citizen of this State shall be deprived of liberty ... except by the due course of the law of the land,” *id.* art. I, § 19.

3. In this lawsuit, Plaintiffs American AF Dumpsters and its owner, Joshua Roman, challenge the City of Waxahachie’s (“City”) enforcement of an unconstitutional monopoly that violates Plaintiffs’ economic liberty rights by prohibiting them from providing the private service of renting on-demand, roll-off construction dumpsters that service construction projects on private property. *See* Code of Ordinances of Waxahachie, Texas §§ 14-15, 14-29.

4. The City has granted a single private company the exclusive right to provide and service temporary roll-off construction dumpster rentals to customers in Waxahachie, Texas. The City codified and enforces this exclusive right by means of an exclusive franchise agreement with the private waste management company Waste Connections LLC and Sections 14-15 and 14-29 of the Code of Ordinances of Waxahachie, Texas (“Dumpster Monopoly”).

5. The City’s Dumpster Monopoly violates the Texas Constitution in three ways. It violates the Texas Constitution’s anti-monopoly clause by creating and enforcing a monopoly in favor of one of Plaintiffs’ competitors, fencing Plaintiffs out of the private market. *See* Tex. Const. art. I, § 26. It deprives Plaintiffs of their equal rights guarantee by granting an unconstitutional special privilege only to Plaintiffs’ competitor and excluding Plaintiffs from renting construction dumpsters to customers in Waxahachie. *See id.* art. I, § 3. And it violates Plaintiffs’ economic liberty rights under the due course of the law of the land guarantee since the purpose and actual, real-world effect of the City’s Dumpster Monopoly lacks any rational connection to a legitimate government interest, and it is so burdensome as to be unconstitutionally oppressive. *See id.* art. I, § 19.

6. Plaintiff Josh Roman founded his company, American AF Dumpsters LLC, in 2020 and currently operates it from his business address at Old Highway 287 in Waxahachie, Texas. As demand for his construction dumpsters increased alongside the construction boom in the greater Dallas-Fort Worth (“DFW”) area, Josh grew his company from a single trailer-towed dumpster into a business that delivers approximately 75 dumpsters to construction and renovation projects across the DFW area, including in Waxahachie. Differentiating his services from big, national competitors on the basis of his rapid delivery and retrieval and excellent customer service, Josh was able to carve himself a successful niche in the competitive, roll-off construction dumpster rental market.

7. However, in 2021, the City of Waxahachie entered into a monopoly agreement with Waste Connections LLC (“Waste Connections”), providing that Waste Connections would be the sole provider of private, construction dumpster rental services within the City and in exchange, the City would receive a portion of its monopoly revenue.

8. The City protects its chosen monopolist, Waste Connections, by enforcing the Dumpster Monopoly against would-be competitors by threatening and enforcing daily fines of \$2,000 per violation against those who dare rent roll-off construction dumpsters in Waxahachie.

9. The City’s Dumpster Monopoly has made it illegal for American AF Dumpsters to compete for customers in Waxahachie. For example, in December 2025 a City inspector threatened fines and a stop-work order against a customer of American AF Dumpsters after it had rented roll-off dumpsters to service a construction project. The City inspector explained that the project would not be allowed to continue until and unless American AF Dumpsters’ customer switched to renting dumpsters from the City’s chosen monopolist, Waste Connections. As a result, American AF Dumpsters lost that contract—and the customer.

10. And as the City's inspector later made clear in writing to American AF Dumpsters, it is illegal to compete with its chosen monopolist, Waste Connections, by renting roll-off construction dumpsters that service private construction projects within Waxahachie city limits. Under the City's Dumpster Monopoly, if American AF Dumpsters competes for customers, the City can, has, and will prevent American AF Dumpsters from serving customers in Waxahachie.

11. The City's Dumpster Monopoly does nothing to protect the public; it is merely the use of government power to pick winners and losers in the marketplace. Collecting construction debris in a rented container on private property is a private service the government cannot monopolize. American AF Dumpsters thus seek a declaratory judgment declaring the Dumpster Monopoly unconstitutional, a permanent injunction enjoining enforcement of the Monopoly, and a chance to compete for customers just as it does in other Texas cities.

III. JURISDICTION AND VENUE

12. Plaintiffs bring this lawsuit under Article I, Sections 3, 19, and 26 of the Texas Constitution, and the Uniform Declaratory Judgments Act, Tex. Civ. Prac. & Rem. Code § 37.003.

13. Plaintiffs seek declaratory and injunctive relief against the City's enforcement of its Dumpster Monopoly as applied against them. The City's Dumpster Monopoly violates the Texas Constitution's Anti-Monopoly Clause under Article I, § 26, Equal Rights Clause under Article I, § 3, and Due Course of the Law of the Land Clause under Article I, § 19.

14. This Court has subject matter jurisdiction because Plaintiffs seek to vindicate their rights under the Texas Constitution, because Plaintiffs seek a declaratory judgment pursuant to the Uniform Declaratory Judgments Act, *see* Tex. Civ. Prac. & Rem. Code § 37.003, and because Plaintiffs seek injunctive relief, *see id.* § 65.021.

15. Venue is proper in Ellis County under Tex. Civ. Prac. & Rem. Code § 65.023 because Plaintiff American AF Dumpster Rentals LLC and Defendant City of Waxahachie are

domiciled within Ellis County and the transaction or occurrence that forms the basis for this case and controversy occurred within Ellis County.

IV. PARTIES

PLAINTIFFS

16. Plaintiff Joshua Roman (“Josh”) is a resident of Rice, Texas and the owner of American AF Dumpsters.

17. Plaintiff American AF Dumpster Rentals LLC is a Waxahachie-based private company engaged in the business of renting roll-off dumpsters that are delivered to and hauled from construction projects on private property.

18. American AF Dumpsters is owned and operated by Joshua Roman.

19. American AF Dumpsters and Josh Roman rent roll-off construction dumpsters to service construction sites on private property across the greater DFW metropolitan area, but the City’s Dumpster Monopoly prohibits them from doing so within Waxahachie.

DEFENDANTS

20. Defendant City of Waxahachie is a home-rule municipality organized under the laws of the State of Texas.

21. The City is responsible for enforcing the Dumpster Monopoly. *See* Code of Ordinances of Waxahachie, Texas §§ 14-15, 14-29.

22. The City is located in the Charles Beatty Municipal Services Building at 401 South Rogers Street in Waxahachie, Texas.

V. FACTUAL ALLEGATIONS

THE PRIVATE-MARKET HISTORY OF CONSTRUCTION DUMPSTERS.

23. The delivery, replacement, and hauling of roll-off construction dumpsters to and from construction sites on private property is a private service.

24. The modern dumpster, as American society currently knows it, originated as a private market innovation developed by the owner of a construction company, George Dempster, and was originally called the Dempster-Dumpster.

25. The Dempster-Dumpster, from which the term “dumpster” originated, was patented by George Dempster’s construction company, Dempster Brothers, in 1937. The Dempster-Dumpster was invented to service construction projects on private property with an innovative receptacle for collecting construction debris onsite and efficiently disposing it as needed to streamline construction projects.

JOSH STARTS AMERICAN AF DUMPSTERS IN WAXAHACHIE.

26. While living in Waxahachie, Josh Roman founded American AF Dumpsters in 2020 during the COVID-19 pandemic, seizing on an opportunity that he believed would be resilient amid the COVID pandemic and potential economic downturns. Josh has owned, operated, and grown the company ever since.

27. American AF Dumpsters began with a single, trailer-hitched dumpster advertised through a Craigslist ad.

28. As demand for his services grew alongside the region’s construction and renovation boom, Josh steadily expanded the business. By distinguishing American AF Dumpsters from larger national competitors through responsive customer service, reliability, and local relationships, he successfully established a foothold in the competitive roll-off dumpster rental market.

29. In 2024, Josh relocated the company’s offices to Waxahachie. Today, American AF Dumpsters remains a locally owned and operated small business employing five people, running four trucks, and maintaining approximately 75 dumpsters in active rotation.

30. Today, American AF Dumpsters serves approximately 400 repeat customers in addition to new ones in the greater DFW metropolitan area.

31. Starting in 2020, American AF Dumpsters began operating from the city of Waxahachie and has rented, delivered, and hauled dumpsters to and from customers within Waxahachie.

32. American AF Dumpsters' business model includes the rental and on-demand delivery of temporary, roll-off dumpsters to service construction and renovation sites on private property. For the duration of the construction and renovation project, American AF Dumpster Rentals will haul away dumpsters on an as-filled basis, replacing them with empty ones.

33. The empty dumpsters that American AF Dumpsters delivers to construction sites on private property are sturdy high-topped metal containers designed for the collection of construction debris.

34. American AF Dumpsters does not engage in routine, residential waste collection and does not offer weekly trash pickup, polycart service, front-load service, or any recurring route-based collection of solid waste. Rather, it only provides a private service: renting temporary, non-recurring, roll-off dumpsters to service construction projects located on private property for the project's duration.

35. American AF Dumpsters does not deliver or service dumpsters within public rights of way.

36. American AF Dumpsters delivers dumpsters exclusively on private property to service construction, renovation, and clean-out projects.

**THE CITY OF WAXAHACHIE MONOPOLIZES THE PRIVATE MARKET FOR CONSTRUCTION
DUMPSTER RENTALS IN FAVOR OF ONE OF JOSH’S COMPETITORS.**

37. On or about October 5, 2020, the City of Waxahachie entered into an exclusive franchise agreement with Waste Connections for solid waste and recycling services (the “Franchise Agreement”).

38. The Franchise Agreement became effective on or about April 1, 2021, following the enactment of a city ordinance to formally monopolize the private market for renting roll-off dumpsters to service construction projects on private property. The Franchise Agreement remains in effect as of the filing of this lawsuit, either through its original terms and/or through extensions, addenda, or as a matter of custom or course of performance.

39. The Franchise Agreement designates Waste Connections as the exclusive provider for, among other services, roll-off construction dumpster rentals.

40. On or about January 4, 2021, the City Council of the City of Waxahachie passed and approved Ordinance No. 3244, which provides that “[t]he City’s contracted agent shall have the sole and exclusive franchise, license and privilege to provide ... construction garbage ... collection, removal, and disposal services.” Code of Ordinances of Waxahachie, Texas § 14-15.

41. The ordinance provides further that “[t]he City shall take any action necessary and appropriate to protect and enforce the contracted agent’s exclusive franchise, license, and privileges from infringement by any vendor[.]” Code of Ordinances of Waxahachie, Texas § 14-15.

42. Any violation of the City’s exclusive franchise arrangement with Waste Connections is punishable as a misdemeanor with a fine of up to \$2,000.00 per violation per day. Code of Ordinances of Waxahachie, Texas § 14-29.

43. Pursuant to Code sections 14-15 and 14-29, it is illegal for any person or firm to offer roll-off construction dumpster rentals on a commercial basis other than Waste Connections.

44. At all times relevant to this lawsuit, Ordinance No. 3244, which added Sections 14-15 and 14-29 to the Code Ordinances of Waxahachie, Texas, has been and continues to be in force and effect.

45. On information and belief, in exchange for granting Waste Connections a monopoly for waste collection, including within the private temporary roll-off construction dumpster market, the City receives a portion of the gross revenue from its monopoly rents in the form of franchise fees.

46. On information and belief, the City renewed its exclusive franchise agreement with Waste Connections on or about January 6, 2026, which became effective on or about April 2026.

47. To protect its chosen monopolist under its exclusive franchise agreement, Waste Connections, the City actively enforces its Dumpster Monopoly against businesses engaged in the renting, servicing, and hauling of temporary roll-off construction dumpsters, including American AF Dumpsters.

THE CITY OF WAXAHACHIE ENFORCES THE MONOPOLY AGAINST AMERICAN AF DUMPSTERS.

48. Since its founding in 2020, American AF Dumpsters has during the ordinary course of business marketed as well as delivered, replaced, serviced, and removed temporary roll-off construction dumpsters at construction and renovation sites on private property within the City of Waxahachie's jurisdiction.

49. On or about December 10, 2025, American AF Dumpsters delivered a temporary roll-off construction dumpster to 1995 North Highway 77 in Waxahachie, Texas, under a paid contract with a construction contractor, Quantum Facilities. The project for which the dumpster was needed was the construction of a new bagel shop for Einstein Bros Bagels.

50. A City inspector visited the construction site and enforced the Dumpster Monopoly against American AF Dumpsters, including threatening to fine the contractor under color of law unless American AF Dumpsters' roll-off construction dumpster was removed and replaced with a Waste Connections dumpster.

51. In enforcing the City's Dumpster Monopoly, the City inspector also threatened to withhold a building permit until the contractor swapped its American AF Dumpsters construction dumpster for a Waste Connections dumpster.

52. In response to the City's enforcement of the Dumpster Monopoly and the threats by the City's inspector, the contractor contacted American AF Dumpsters and canceled its contract for on-demand construction dumpsters for the construction project.

53. Because American AF Dumpsters was unable to fulfill the contract due to the City's enforcement of the Dumpster Monopoly, Josh returned the sum paid by the contractor for temporary construction dumpster services in the amount of \$487.12.

54. Quantum Facilities has not done business with American AF Dumpsters since the City enforced its Dumpster Monopoly against Josh's company.

55. On or about January 6, 2026, Josh sent an email to the then Senior Director of Building and Community Services for the City of Waxahachie, Jason Watson. In the January 6 email, Josh asked Mr. Watson to identify whether the City Code prohibited American AF Dumpsters from offering temporary construction roll-off dumpsters and where within the City Code those prohibitions were to be found.

56. On or about January 6, 2026, Mr. Watson responded to Josh's email. In his response email, Mr. Watson invoked the Dumpster Monopoly and stated that "Article II (section 14-29)" authorizes enforcement action based solely on vendor choice, even where there are no safety,

sanitation, right-of-way, or nuisance issues alleged, and that Josh's temporary construction roll-off dumpster business activities within the city were prohibited by "Article II (section 14-15)" of the City Code.

57. The City of Waxahachie has a policy of guaranteeing and protecting a monopoly of the private market for temporary roll-off construction dumpster rentals to the exclusion of all competitors within that market, as expressly identified by its municipal code, *see* Code of Ordinances of Waxahachie, Texas §§ 14-15, 14-29, its exclusive franchise agreement with Waste Connections, and the City's Senior Director of Building and Community Services.

58. The City's Dumpster Monopoly is the moving force behind Plaintiffs' loss of the Einstein Bros Bagels construction dumpster rental job with Quantum Facilities.

WAXAHACHIE'S DUMPSTER MONOPOLY HURTS CUSTOMERS AND FENCES OUT COMPETITORS.

59. The City's Dumpster Monopoly has increased costs to and reduced the speed and quality of service for customers seeking to rent roll-off construction dumpsters to service construction projects on private property in Waxahachie.

60. The greater Dallas-Fort Worth metropolitan area, including Waxahachie, is in the midst of a construction boom.

61. Construction projects depend on on-demand, accessible, affordable, and reliable services from their subcontractors that provide temporary roll-off construction dumpsters like American AF Dumpsters.

62. A construction site is only able to continue development so long as it has space within a dumpster to collect the debris created as a byproduct of building, demolishing, or renovating structures on private property. Thus, when its construction dumpsters are filled, construction contractors by necessity must cease building until the filled dumpsters are replaced with empty ones.

63. Monopoly providers such as Waste Connections, with the absence of competition in the private market for construction dumpster rentals, lack the incentive to respond quickly to customer and construction project needs, including swapping dumpsters in sync with a contractor's project needs, than do providers within a competitive market, resulting in slowed construction and second-order costs to contractors and property owners.

64. Because of the lack of competition, the City's chosen monopolist provider of temporary roll-off construction dumpsters charges its customers more than a competitive market would bear and delivers lower-quality services to customers in the private market for construction dumpster rentals.

**THE CITY'S MONOPOLY FOR TEMPORARY ROLL-OFF CONSTRUCTION DUMPSTER RENTALS
DOES NOT SERVE A LEGITIMATE GOVERNMENT PURPOSE.**

65. A competitive market for the rental of roll-off construction dumpsters within Waxahachie, in which American AF Dumpsters was permitted to offer and provide its services, would:

- a. Lower costs to customers;
- b. Increase service levels available to customers;
- c. Not increase wear and tear on public roads; and
- d. Not increase traffic congestion;

66. The purpose of the City's Dumpster Monopoly does not further any legitimate governmental interest. Its actual, real-world effect is the misuse of government power for economic protectionism. The effect of the Dumpster Monopoly is so burdensome on American AF Dumpsters' economic liberty as to be unconstitutionally oppressive.

67. The City profits from using its power to engage in private economic protectionism because it shares in a portion of the monopolistic revenue extracted by Waste Connections.

VI. INJURY TO PLAINTIFFS

68. Plaintiffs hereby incorporate the allegations set forth above, all of which are fully re-alleged here.

69. The City prohibits Plaintiffs from renting and servicing temporary roll-off construction dumpsters to customers in Waxahachie, Texas.

70. The City only allows Plaintiffs' competitor, Waste Connections, to rent and service temporary roll-off construction dumpsters to customers in Waxahachie, Texas.

71. But for the City's Dumpster Monopoly, Plaintiffs would not have suffered the loss of their contract with Quantum Facilities for dumpster rental services in Waxahachie totaling \$487.12.

72. But for the City's Dumpster Monopoly, Plaintiffs would rent and service temporary roll-off construction dumpsters for customers in Waxahachie, Texas.

73. But for the City's Dumpster Monopoly, Plaintiffs would work with building contractors in Waxahachie, as it does in other cities, and grow its repeat customers for the rental and servicing of temporary roll-off construction dumpsters.

74. But for the City's Dumpster Monopoly, Plaintiffs would expand the quantity of roll-off construction dumpsters it has available for rent and be able to generate more revenue.

75. Under the City's Dumpster Monopoly, Plaintiffs risk cumulative exposure in the measure of daily accruing fines of \$2,000 per day per dumpster by marketing, delivering, and servicing temporary roll-off construction dumpsters to customers within Waxahachie, Texas.

76. The City's Dumpster Monopoly deprives American AF Dumpsters of its right to earn a living operating its roll-off construction dumpster rental business free from unreasonable governmental interference, and from exercising its equal right to compete in the private market for renting roll-off construction dumpsters that service construction projects on private property.

77. Competing for customers in the private market for temporary, roll-off construction dumpster rentals in Waxahachie is punishable as a criminal misdemeanor offense. Code of Ordinances of Waxahachie, Texas § 14-29.

VII. CAUSES OF ACTION

Count I: Illegal Monopoly—Tex. Const. Art. I, § 26

78. Plaintiffs hereby incorporate the allegations set forth above, all of which are fully re-alleged here.

79. Article I, § 26 of the Texas Constitution provides that “[p]erpetuities and monopolies are contrary to the genius of a free government, and shall never be allowed[.]”

80. When a city grants or enforces a monopoly in favor of a private corporation or individual, it violates Article I, § 26 of the Texas Constitution.

81. A grant or contract that gives a private corporation or person the exclusive right to buy or sell a service or commodity creates an unconstitutional monopoly under Article I, Section 26 of the Texas Constitution.

82. The City’s Dumpster Monopoly creates and enforces an unconstitutional monopoly favoring Waste Connections LLC to the detriment and injury of Plaintiffs.

83. Sections 14-15 and 14-29 of the Code of Ordinances of Waxahachie, Texas are unconstitutional under Article I, § 26 as applied to Plaintiffs and to the private service of temporary roll-off construction dumpster rentals.

Count II: Deprivation of Equal Rights—Tex. Const. Art. I, § 3

84. Plaintiffs hereby incorporate the allegations set forth above, all of which are fully re-alleged here.

85. Article I, § 3 of the Texas Constitution provides that “[a]ll freemen, when they form a social compact, have equal rights, and no man, or set of men, is entitled to exclusive separate public emoluments, or privileges, but in consideration of public services.”

86. The City’s Dumpster Monopoly creates an unconstitutional exclusive privilege for the benefit of Waste Connections to the detriment of Plaintiffs’ equal rights.

87. By allowing only Waste Connections to rent temporary roll-off construction dumpsters to customers in Waxahachie, the City created an unconstitutional exclusive privilege.

88. The City’s Dumpster Monopoly is an unconstitutional exclusive privilege that denies Plaintiffs the equal right to participate in the private market of renting temporary roll-off construction dumpsters to customers in Waxahachie.

89. The exclusive privilege created by the City favoring Waste Connections denies Plaintiffs the equal right to earn an honest living by competing in a market for private services in violation of Article I, § 3 of the Texas Constitution.

90. Sections 14-15 and 14-29 of the Code of Ordinances of Waxahachie, Texas are unconstitutional under Article I, § 3 as applied to Plaintiffs and to the private service of temporary roll-off construction dumpster rentals.

Count III: Deprivation of Liberty and Privileges or Immunities—Tex. Const. Art. I, § 19

91. Plaintiffs hereby incorporate the allegations set forth above, all of which are fully re-alleged here.

92. Article I, § 19 of the Texas Constitution provides that “no citizen of this State shall be deprived of life, liberty, property, privileges or immunities, or in any manner disfranchised, except by the due course of the law of the land.”

93. Under Article I, § 19, Plaintiffs have a constitutionally protected liberty interest in pursuing an honest living in their chosen occupation or business free from unreasonable government interference.

94. Under Article I, § 19, Plaintiffs have a constitutionally protected privilege or immunity against a government monopoly of a private market that deprives them from engaging in the rental and servicing of temporary roll-off construction dumpsters .

95. The City's Dumpster Monopoly violates Article I, § 19 because its deprivation of liberty is not rationally related to a legitimate government purpose.

96. The City's Dumpster Monopoly violates Article I, § 19 because its actual, real-world effect bears no rational connection to a legitimate government interest.

97. The City's Dumpster Monopoly violates Article I, § 19 because it is so burdensome as applied to Plaintiffs as to be unconstitutionally oppressive.

98. The real-world effect of the City's Dumpster Monopoly is the criminalizing of a common and helpful private service beneficial to the development and use of private property.

99. The City's Dumpster Monopoly violates Plaintiffs' privileges or immunities against the use of government power to pick winners and losers in the marketplace for private services and products.

100. The City lacks a legitimate governmental interest in promoting its chosen monopolist within the private market for temporary roll-off construction dumpster rentals, which is merely the City's use of government power to engage in private economic protectionism.

101. Sections 14-15 and 14-29 of the Code of Ordinances of Waxahachie, Texas are unconstitutional under Article I, § 19 as applied to Plaintiffs and to the private service of temporary roll-off construction dumpster rentals.

VIII. APPLICATION FOR PERMANENT INJUNCTION

102. Plaintiffs hereby incorporate the allegations set forth above, all of which are fully re-alleged here.

103. Plaintiffs respectfully ask the Court to set their application for permanent injunction for a hearing and, following a hearing, to issue a permanent injunction against Defendant City of Waxahachie.

VIII. ATTORNEYS' FEES

104. Plaintiffs hereby request all costs and reasonable attorneys' fees, as permitted by Section 37.009 of the Texas Civil Practice and Remedies Code.

IX. NOTICE TO THE ATTORNEY GENERAL

105. This action seeks a declaration that provisions of the City of Waxahachie's Ordinance No. 3244 are unconstitutional. Accordingly, pursuant to Texas Civil Practice and Remedies Code § 37.006(b), Plaintiffs have caused a copy of this Original Petition to be served upon the Attorney General of the State of Texas, who is entitled to be heard. The Attorney General is not required to be made a party to this proceeding.

X. PRAYER AND RELIEF REQUESTED

WHEREFORE, Plaintiffs request that the Court render judgment in their favor and grant the following specific relief:

A. A declaratory judgment that Sections 14-15 and 14-29 of the Code of Ordinances of Waxahachie, Texas violate Article I, § 26 of the Texas Constitution by monopolizing the private service of temporary roll-off construction dumpster rentals.

B. A declaratory judgment that Sections 14-15 and 14-29 of the Code of Ordinances of Waxahachie, Texas violate Article I, § 3 of the Texas Constitution by granting an unconstitutional special privilege to a private corporation that violates the equal rights of other

persons and private corporations offering temporary roll-off construction dumpster rentals, including Plaintiffs.

C. A declaratory judgment that Sections 14-15 and 14-29 of the Code of Ordinances of Waxahachie, Texas violate Article I, § 19 of the Texas Constitution because it deprives Plaintiffs of their liberty and privileges or immunities when pursuing an honest living through the business of offering temporary roll-off construction dumpster rentals.

D. A permanent injunction prohibiting the City of Waxahachie from enforcing Sections 14-15 and 14-29 against Plaintiffs and similarly situated persons engaged in the business of temporary roll-off construction dumpster rentals.

E. Nominal damages in the amount of one dollar (\$1.00).

RESPECTFULLY SUBMITTED this 24th day of June 2026.

INSTITUTE FOR JUSTICE

/s/ Daniel Woislaw

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