

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

PROCEEDING NO. 24G-0052TO

Civil Penalty Assessment Notice: 137427-CPAN

PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO,

Complainant,

v.

TOW-PROS LLC,

Respondent.

COMPREHENSIVE SETTLEMENT AGREEMENT

This Comprehensive Settlement Agreement (“Settlement Agreement” or “Agreement”) is entered between Trial Staff of the Public Utilities Commission (“Staff”) and Tow-Pros LLC (“Tow-Pros” or “Respondent”) (each a “Settling Party” and collectively the “Settling Parties”), pursuant to Rule 1408 of the Commission’s Rules of Practice and Procedure, 4 CCR 723-1. This Settlement Agreement resolves all issues raised in this proceeding. Staff and Respondent hereby agree as follows:

Settlement Agreement

1. Respondent admits to violations of Commission Rules 6509(a)(I), (IV), (VI), (VII), (VIII), (IX), and (X) as set forth in CPAN No. 137427, as amended.

2. In consideration of Respondent's admission of liability, the Settling Parties agree that Respondent will pay a reduced amount of \$3,083.44. This \$3,083.44 settlement amount consists of a \$2,620.92 civil penalty plus a 15 percent surcharge of \$462.52 pursuant to Section 24-34-108, C.R.S.

3. The Settling Parties further agree that Respondent will refund Daniel Byrne the amount of \$300.00.

4. Respondent shall pay the amounts required under this Settlement Agreement within 30 days of the Commission's final order approving this Agreement.

5. If Respondent fails to timely make the payments required under this Settlement Agreement, Respondent shall be liable for the full penalty amount of \$4,111.25 plus the full refund amount of \$300 less any payments made, which shall be due immediately.

General Provisions

1. The Settling Parties agree the provisions of this Settlement Agreement, as well as the negotiation process undertaken to reach this Settlement Agreement, are just, reasonable, and consistent with and not contrary to the public interest and should be approved and authorized by the Commission.

2. The discussions among the Settling Parties that produced this Settlement Agreement have been conducted in accordance with Rule 408 of the Colorado Rules of Evidence. Nothing in this Settlement Agreement shall constitute a waiver by any Settling Party with respect to any matter not specifically addressed in this Settlement Agreement.

3. The Settling Parties agree to use good faith efforts to support all aspects of the Settlement Agreement embodied in this document in any hearing conducted to determine whether the Commission should approve this Settlement Agreement, and/or in any other hearing, proceeding, or judicial review relating to this Settlement Agreement or the implementation or enforcement of its terms and conditions. Each Settling Party also agrees that, except as expressly provided in this Settlement Agreement, it will take no formal action in any administrative or judicial proceeding that would have the effect, directly or indirectly, of contravening the provisions or purposes of this Settlement Agreement. However, except as expressly provided herein, each Settling Party expressly reserves the right to advocate positions different from those stated in this Settlement Agreement in any proceeding other than one necessary to obtain approval of, or to implement or enforce, this Settlement Agreement or its terms and conditions.

4. The Settling Parties do not believe any waiver or variance of Commission rules is required to effectuate this Settlement Agreement but agree jointly to apply to the Commission for a waiver of compliance with any requirements

of the Commission's Rules and Regulations if necessary to permit all provisions of this Settlement Agreement to be approved, carried out, and effectuated.

5. This Settlement Agreement does not constitute agreement, by any Settling Party, that any principle or methodology contained within or used to reach this Settlement Agreement may be applied to any situation other than this proceeding, except as expressly set forth herein.

6. This Settlement Agreement is an integrated agreement that may not be altered by the unilateral determination of any Settling Party. There are no terms, representations or agreements among the parties which are not set forth in this Settlement Agreement.

7. This Settlement Agreement shall not become effective until the Commission issues a final decision addressing the Settlement Agreement. In the event the Commission modifies this Settlement Agreement in a manner unacceptable to any Settling Party, that Settling Party may withdraw from the Settlement Agreement and shall so notify the Commission and the other Settling Parties in writing within ten (10) days of the date of the Commission order. In the event a Settling Party exercises its right to withdraw from the Settlement Agreement, this Settlement Agreement shall be null and void and of no effect in this or any other proceeding.

8. This Settlement Agreement may be executed in counterparts, all of which when taken together shall constitute the entire Agreement with respect to the issues addressed by this Settlement Agreement. This Settlement Agreement may be

executed and delivered electronically, and the Settling Parties agree that such electronic execution and delivery, whether executed in counterparts or collectively, shall have the same force and effect as delivery of an original document with original signatures, and that each Settling Party may use such facsimile signatures as evidence of the execution and delivery of this Settlement Agreement by the Settling Parties to the same extent that an original signature could be used.

Dated July 31, 2024

Agreed to on behalf of:

**TRIAL STAFF OF THE COLORADO
PUBLIC UTILITIES COMMISSION**

By: /s/ Lloyd Swint
Lloyd Swint
Colorado Public Utilities Commission
1560 Broadway, Suite 250
Denver, Colorado 80202

TOW-PROS, LLC

By: /s/ Melanie Gonzalez
Melanie Gonzalez
Co-Owner
Tow-Pros LLC
2320 N. Ellicott HWY
Calhan, CO 80808

Approved as to form by:

PHILIP J. WEISER
Attorney General

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